STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS AND MINING FORM 3 AMENDED REPORT													
APPLICATION FOR PERMIT TO DRILL								1. WELL NAME and NUMBER 10-26-35 BTR					
2. TYPE OF WORK DRILL NEW WELL REENTER P&A WELL DEEPEN WELL							3. FIELD OR WILDCAT						
4. TYPE C	F WELL		Oil Well		ed Methane Well: NO				5. UNIT or COMMUNI	FIZATION A	GREEME	NT NAM	E
6. NAME	OF OPERATO	R			TT CORP				7. OPERATOR PHONE	303 312-	8164		
8. ADDRE	SS OF OPERA				00, Denver, CO, 80202				9. OPERATOR E-MAIL			om.	
	RAL LEASE NU L, INDIAN, OR	IMBER		0.00 200	11. MINERAL OWNERS		_		12. SURFACE OWNER	SHIP			
		20G0005608 E OWNER (if box	12 = 'fee')		FEDERAL INC	DIAN 📵 STATE (J	FEE ()	FEDERAL INI	DIAN () R PHONE (if	STATE (E (D)
		ACE OWNER (if		Art L. T	aylor				16. SURFACE OWNER	435-738-	5640	·	
				PO Box	444, , 18. INTEND TO COMM	IINGLE PRODUCTIO	N FRO	OM .	19. SLANT				
	N ALLOTTEE 2 = 'INDIAN')	OR TRIBE NAME			MULTIPLE FORMATIO			NO 📵	VERTICAL DIF	RECTIONAL	— но	RIZONT	AL 🔵
20. LOC	ATION OF WE	LL		FC	OTAGES	QTR-QTR	П	SECTION	TOWNSHIP	RAN	GE	МЕ	RIDIAN
LOCATI	ON AT SURFA	CE		2366 F	SL 2162 FEL	NWSE		26	3.0 S 5.0 W		w		U
Top of l	Jppermost Pr	oducing Zone		2366 F	SL 2162 FEL	NWSE		26	3.0 S 5.0		W		U
At Tota	Depth			2366 F	SL 2162 FEL	NWSE		26	3.0 S 5.0 W			U	
21. COUNTY 22. DISTANCE TO NE				22. DISTANCE TO NEA	REST LEASE LINE (277								
				25. DISTANCE TO NEA (Applied For Drilling		E POO	DL	26. PROPOSED DEPTI MD:		VD: 1036	0		
27. ELEVATION - GROUND LEVEL 5721			28. BOND NUMBER LPM8874725			29. SOURCE OF DRILLING WATER / WATER RIGHTS APPROVAL NUMBER IF APPLICABLE 43-180							
					Hole, Casing	, and Cement Inf	orma	tion					
String	Hole Size	Casing Size	Length	Weig	ht Grade & Threa	d Max Mud Wt			Yield	Weight			
Cond	26	16	0 - 80	65.0	Unknown	8.8			Unknown		0	0.0	0.0
Surf	12.25	9.625	0 - 3600	36.0	J-55 ST&C	8.8		Halliburto	n Light , Type Unkr	nown	550	3.16	11.0
							\perp	Halliburton	Premium , Type Ur	known	210	1.36	14.8
Prod	8.75	5.5	0 - 10360	17.0	P-110 LT&C	9.7	+		Unknown		680 840	2.31	11.0 13.5
						13.3							
	VE	RIFY THE FOL	LOWING ARE	АТТАС	CHED IN ACCORDAN	ICE WITH THE UT	АН О	OIL AND GAS	CONSERVATION G	ENERAL	RULES		
WELL PLAT OR MAP PREPARED BY LICENSED SURVEYOR OR ENGINEER					✓ cor	COMPLETE DRILLING PLAN							
AFFIDAVIT OF STATUS OF SURFACE OWNER AGREEMENT (IF FEE SURFACE)					FOR	M 5. IF	OPERATOR IS	OTHER THAN THE LE	EASE OWNE	ĒR			
DIRECTIONAL SURVEY PLAN (IF DIRECTIONALLY OR HORIZONTALLY DRILLED) TOPOGRAPHICAL MAP													
NAME Venessa Langmacher TITLE Senior Permit Analyst					t		PHONE 303	312-8172					
SIGNAT	JRE			DA	Γ E 02/22/2012			EMAIL vlang	macher@billbarrettcorp	o.com			
API NUMBER ASSIGNED APPROVAL 43013512480000						Bal	Sigill						
							Permi	Manager					

DRILLING PLAN

BILL BARRETT CORPORATION

10-26-35 BTR Well Pad

NW SE, 2366' FSL and 2162' FEL, Section 26, T3S-R5W, USB&M Duchesne County, Utah

1 - 2. <u>Estimated Tops of Geological Markers and Formations Expected to Contain Water, Oil and Gas and Other Minerals</u>

Formation	Depth – MD	Depth – TVD
Lower Green River*	6,130'	6,130'
Douglas Creek	7,005	7,005'
Black Shale	7,740'	7,740'
Castle Peak	8,035'	8,035'
Uteland Butte	8,345'	8,345'
Wasatch*	8,585'	8,585'
TD	10,360'	10,360'

^{*}PROSPECTIVE PAY

To operate most efficiently in this manner.

The Wasatch and the Lower Green River are primary objectives for oil/gas.

Base of Useable Water = 535'

3. BOP and Pressure Containment Data

Depth Intervals	BOP Equipment				
0 – 3,600'	No pressure control required				
3,600' – TD	11" 5000# Ram Type BOP				
	11" 5000# Annular BOP				
- Drilling spool to accommodate choke and kill lines;					
- Ancillary equipment and choke manifold rated at 5,000 psi. All BOP and BOPE tests will be in					
accordance with the requirements of onshore Order No. 2;					
- The BLM and the State of Utah Division of Oil, Gas and Mining will be notified 24 hours in					
advance of all BOP pressure tests.					
- BOP hand wheels may be underneath the sub-structure of the rig if the drilling rig used is set up					

4. <u>Casing Program</u>

<u>Hole</u> <u>Size</u>	SETTING DEPTH (FROM) (TO)		Casing Size	Casing Weight	Casing Grade	Thread	Condition
26"	Surface	80'	16"	65#			
12 1/4"	Surface	3,600'	9 5/8"	36#	J or K 55	BT&C	New
8 3/4"	Surface	TD	5 ½"	17#	P-110	LT&C	New
NOTE: In addition, 8 3/4" hole size may change to 7.7/8" at the point the bit is changed out.							

RECEIVED: February 22, 2012

Bill Barrett Corporation Drilling Program #10-26-35 BTR Duchesne County, Utah

5. <u>Cementing Program</u>

Casing	Cementing
16" Conductor Casing	Grout
9 5/8" Surface Casing	Lead with approximately 550 sx Halliburton Light Premium with additives mixed at 11.0 ppg (yield = 3.16 ft ³ /sx) circulated to surface with 75% excess. Top of lead estimated at surface.
	Tail with approximately 210 sx Halliburton Premium cement with additives mixed at 14.8 ppg (yield = 1.36 ft ³ /sx), calculated hole volume with 75% excess. Top of tail estimated at 3,100°.
5 ½" Production Casing	Lead with approximately 680 sx Tuned Light cement with additives, mixed at 11.0 ppg (yield = 2.31 ft ³ /sx,). Top of lead estimated at 3,100°. Tail with approximately 840 sx Halliburton Econocem
	cement with additives mixed at 13.5 ppg (yield = 1.42 ft ³ /sx). Top of tail estimated at 7,240°.

6. <u>Mud Program</u>

<u>Interval</u>	Weight	<u>Viscosity</u>	Fluid Loss (API filtrate)	<u>Remarks</u>
0'-80'	8.3 - 8.8	26 – 36	NC	Freshwater Spud Mud Fluid
				System
80' – 3,600'	8.3 - 8.8	26 - 36	NC	Freshwater Spud Mud Fluid
				System
3,600' – TD	8.6 - 9.7	42-52	20 cc or less	DAP Polymer Fluid System

Note: Sufficient mud materials to maintain mud properties, control lost circulation and to contain "kicks" will be available at wellsite. BBC may require minor amounts of diesel to be added to its fluid system in order to reduce torque and drag.

7. <u>Testing, Logging and Core Programs</u>

Cores	None anticipated
Testing	None anticipated; drill stem tests may be run on shows of interest;
Sampling	30' to 50' samples; surface casing to TD. Preserve samples all show intervals;
Surveys	MWD as needed to land wellbore;
Logging	DIL-GR-SP, FDC-CNL-GR-CALIPER-Pe-Microlog, Sonic-GR (all TD to surface).
	FMI & Sonic Scanner to be run at geologist's discretion.

Bill Barrett Corporation Drilling Program #10-26-35 BTR Duchesne County, Utah

8. Anticipated Abnormal Pressures or Temperatures

No abnormal pressures or temperatures or other hazards are anticipated.

Maximum anticipated bottom hole pressure equals approximately 5226 psi* and maximum anticipated surface pressure equals approximately 2946 psi** (bottom hole pressure minus the pressure of a partially evacuated hole calculated at 0.22 psi/foot).

*Max Mud Wt x 0.052 x TD = A (bottom hole pressure)

9. <u>Auxiliary Equipment</u>

- a) Upper kelly cock; lower Kelly cock will be installed while drilling
- b) Inside BOP or stab-in valve (available on rig floor)
- c) Safety valve(s) and subs to fit all string connections in use
- d) Mud monitoring will be visually observed

10. Location and Type of Water Supply

Water for the drilling and completion will be trucked from the Duchesne City Culinary Water Dock located in Sec. 1, T4S, R5W.

11. <u>Drilling Schedule</u>

Location Construction: January 2013 Spud: January 2013

Duration: 15 days drilling time

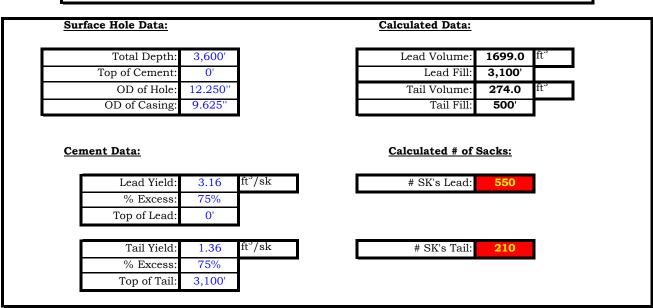
45 days completion time

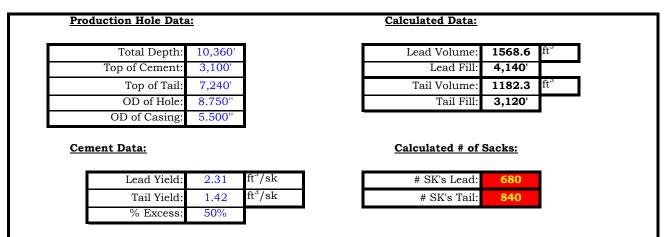
^{**}Maximum surface pressure = A - (0.22 x TD)



LAKE CANYON & BLACK TAIL RIDGE CEMENT VOLUMES

Well Name: <u>10-26-35 BTR</u>





10-26-35 BTR Proposed Cementing Program

Job Recommendation		Sur	face Casing
Lead Cement - (3100' - 0')			
Halliburton Light Premium	Fluid Weight:	11.0	lbm/gal
5.0 lbm/sk Silicalite Compacted	Slurry Yield:	3.16	ft ³ /sk
0.25 lbm/sk Kwik Seal	Total Mixing Fluid:	19.48	Gal/sk
0.125 lbm/sk Poly-E-Flake	Top of Fluid:	0'	
2.0% Bentonite	Calculated Fill:	3,100'	
	Volume:	302.59	bbl
	Proposed Sacks:	550	sks
Tail Cement - (TD - 3100')			
Premium Cement	Fluid Weight:	14.8	lbm/gal
2.0% Calcium Chloride	Slurry Yield:	1.36	ft ³ /sk
	Total Mixing Fluid:	6.37	Gal/sk
	Top of Fluid:	3,100'	
	Calculated Fill:	500'	
	Volume:	48.80	bbl
	Proposed Sacks:	210	sks

Job Recommendation		Produc	tion Casing
Lead Cement - (7240' - 3100')			
Tuned Light [™] System	Fluid Weight:	11.0	lbm/gal
	Slurry Yield:	2.31	ft ³ /sk
	Total Mixing Fluid:	10.65	Gal/sk
	Top of Fluid:	3,100'	
	Calculated Fill:	4,140'	
	Volume:	279.36	bbl
	Proposed Sacks:	680	sks
Tail Cement - (10360' - 7240')			
Econocem [™] System	Fluid Weight:	13.5	lbm/gal
0.125 lbm/sk Poly-E-Flake	Slurry Yield:	1.42	ft ³ /sk
1.0 lbm/sk Granulite TR 1/4	Total Mixing Fluid:	6.61	Gal/sk
	Top of Fluid:	7,240'	
	Calculated Fill:		
	Volume:	210.55	bbl
	Proposed Sacks:	840	sks

RECEIVED: February 22, 2012

PRESSURE CONTROL EQUIPMENT – Schematic Attached

A. Type: Eleven (11) Inch Double Gate Hydraulic BOP with Eleven (11) Inch Annular Preventer. The blow out preventer will be equipped as follows:

- 1. One (1) blind ram (above).
- 2. One (1) pipe ram (below).
- 3. Drilling spool with two (2) side outlets (choke side 3-inch minimum, kill side 2-inch minimum).
- 4. 3-inch diameter choke line.
- 5. Two (2) choke line valves (3-inch minimum).
- 6. Kill line (2-inch minimum).
- 7. Two (2) chokes with one (1) remotely controlled from the rig floor.
- 8. Two (2) kill line valves, and a check valve (2-inch minimum).
- 9. Upper and lower kelly cock valves with handles available.
- 10. Safety valve(s) & subs to fit all drill string connections in use.
- 11. Inside BOP or float sub available.
- 12. Pressure gauge on choke manifold.
- 13. Fill-up line above the uppermost preventer.

B. Pressure Rating: 5,000 psi

C. Testing Procedure:

Annular Preventer

At a minimum, the Annular Preventer will be pressure tested to 50% of the rated working pressure for a period of ten (10) minutes or until provisions of the test are met, whichever is longer.

At a minimum the above pressure test will be performed:

- 1. When the annular preventer is initially installed;
- 2. Whenever any seal subject to test pressure is broken;
- 3. Following related repairs; and
- 4. At thirty (30) day intervals.

In addition, the Annular Preventer will be functionally operated at least weekly.

Blow-Out Preventer

At a minimum, the BOP, choke manifold, and related equipment will be pressure tested to the approved working pressure of the BOP stack (if isolated from the surface casing by a test plug) or to 70% of the internal yieldstrength of the surface casing (if the BOP is not isolated from the casing by a test plug). Pressure will be

maintained for a period of at least ten (10) minutes or until the requirmentsof the test are met, whichever is longer.

At a minimum, the above pressure test will be performed:

- 1. When the BOP is initially installed;
- 2. Whenever any seal subject to test pressure is broken;
- 3. Following related repairs; and
- 4. At thirty (30) day intervals.

In addition the pipe and blind rams will be activated each trip, but not more than once each day. All BOP drills and tests will be recorded in the IADC driller's log.

D. Choke Manifold Equipment:

All choke lines will be straight lines unless turns use tee blocks or are targeted with running tees, and will be anchored to prevent whip and vibration.

E. Accumulator:

The accumulator will have sufficient capacity to open the hydraulically-controlled choke line valve (if so equipped), close all rams plus the annular preventer, and retain a minimum of 200 psi above precharge on the closing manifold without the use of closing unit pumps. The fluid reservoir capacity will be double the usable fluid volume of the accumulator system capacity and the fluid level of the reservoir will be maintained at the manufacturer's recommendations.

The BOP system will have two (2) independent power sources to close the preventers. Nitrogen bottles (3 minimum) will be one (1) of these independent power sources and will maintain a charge equal to the manufacturer's specifications.

The accumulator precharge pressure test will be conducted prior to connecting the closing unit to the BOP stack and at least once every six (6) months thereafter. The accumulator pressure will be corrected if the measured precharge pressure is found to be above or below the maximum or minimum limits specified in the *Onshore Oil & Gas Order Number 2*.

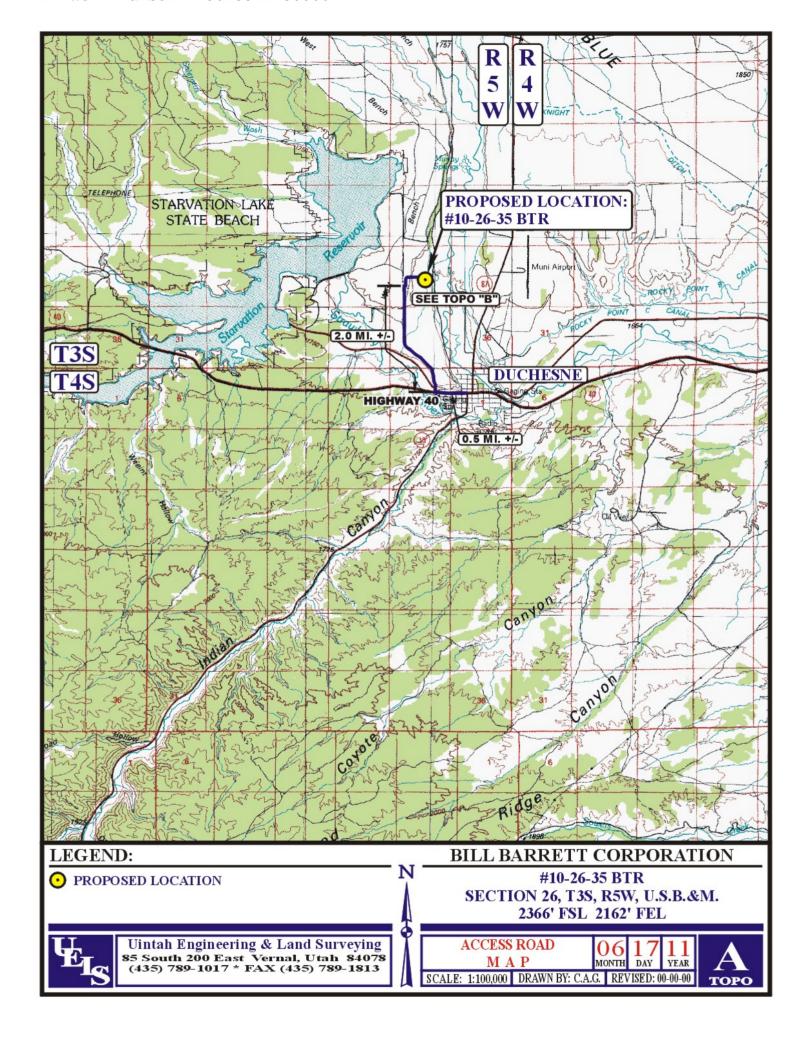
A manual locking device (i.e. hand wheels) or automatic locking device will be installed on all systems of 2M or greater. A valve will be installed in the closing line as close as possible to the annular preventer to act as a locking device. This valve will be maintained in the open position and will be closed only when the power source for the accumulator is inoperative.

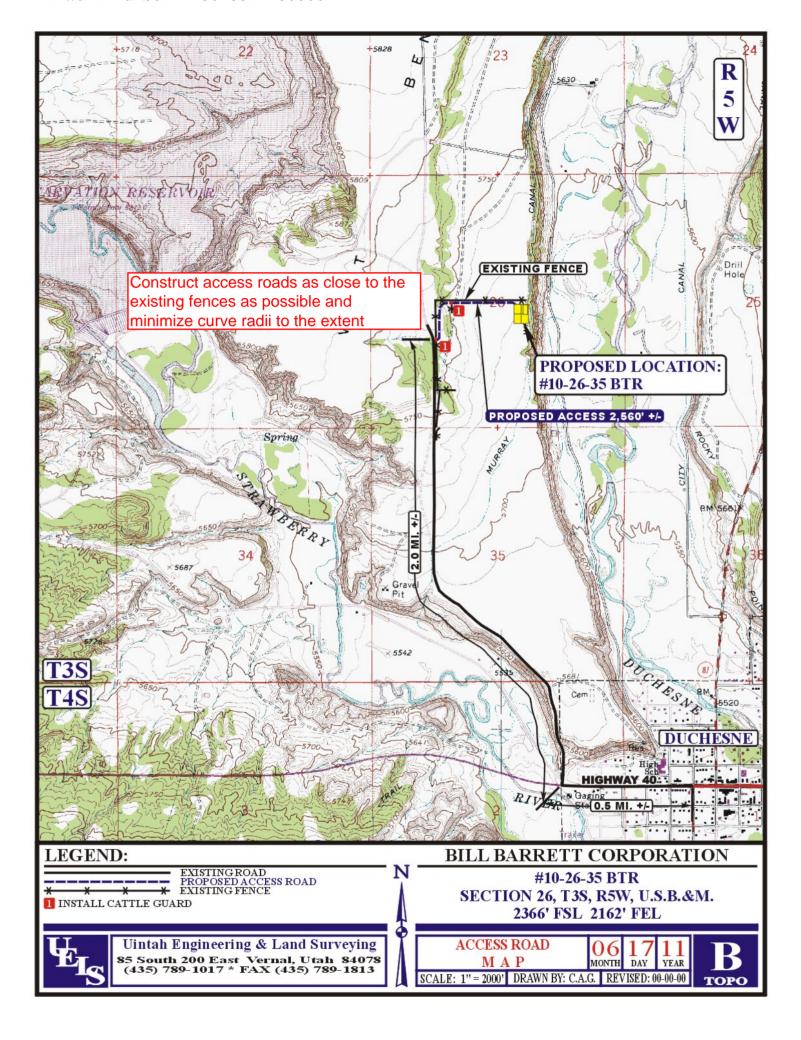
Remote controls shall be readily accessible to the driller. Remote controls for all 3M or greater systems will be capable of closing all preventers. Remote controls for 5M or greater systems will be capable of both opening and closing all preventers. Master controls will be at the accumulator and will be capable of opening and closing all preventers and the choke line valve (if so equipped).

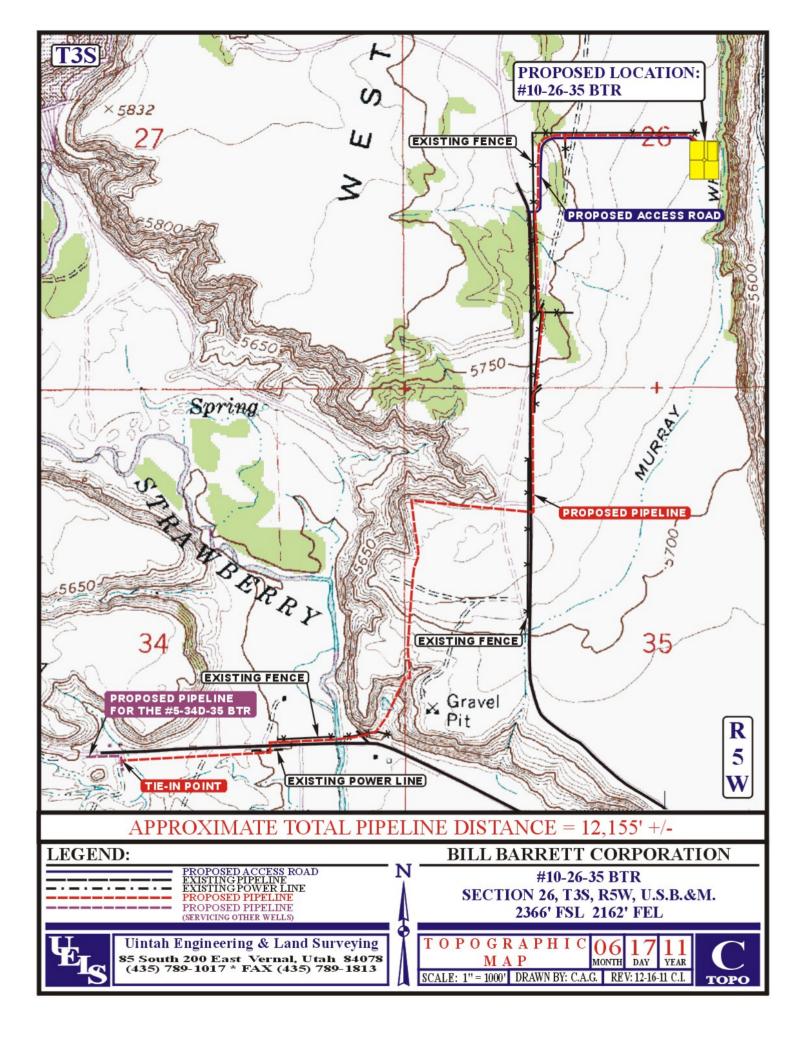
F. Miscellaneous Information:

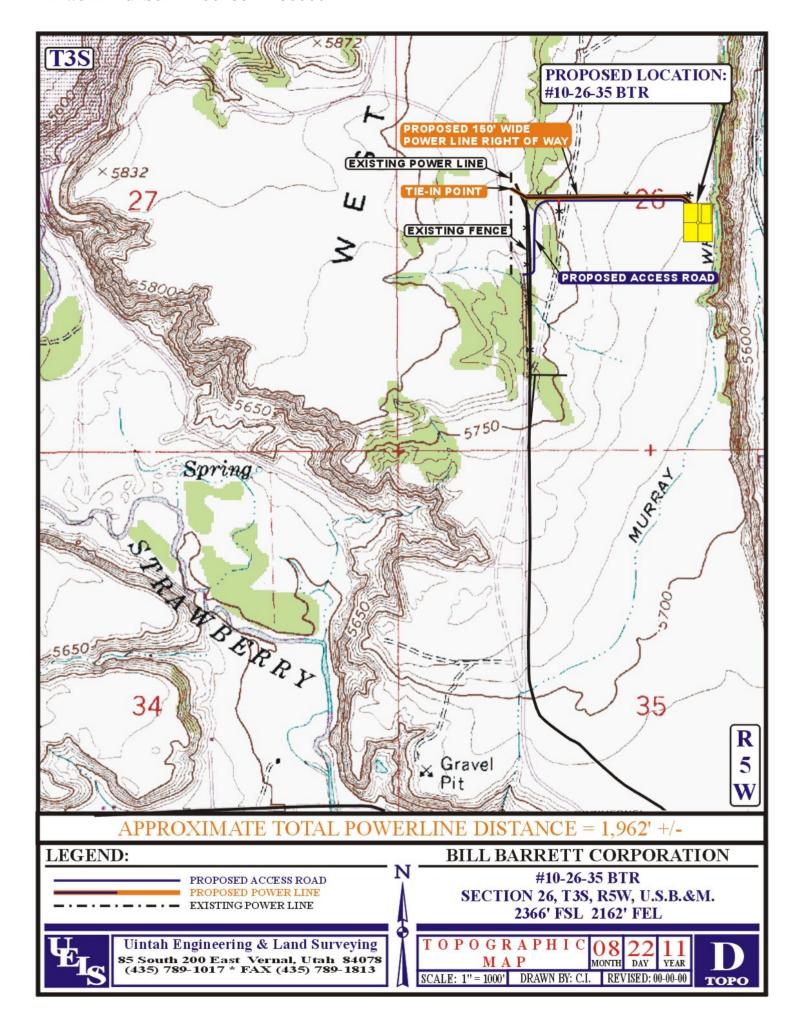
The Blow-Out Preventer and related pressure control equipment will be installed, tested and maintained in compliance with the specifications in and requirements of *Onshore Oil & Gas Order Number 2*. The hydraulic BOP closing unit will be located at least twenty-five (25) feet from the well head but readily accessible to the driller. Exact locations and configurations of the hydraulic BOP closing unit will depend upon the particular rig contracted to drill this hole.

A flare line will be installed after the choke manifold, extending 125 feet (minimum) from the center of the drill hole to a separate flare pit.









\Ent 439110 Bk M372 Pg 419
Date: 13-0CT-2011 3:00:36PM
Fee: \$26.00 Check

SURFACE DAMAGE AND RIGHT-OF-WAY SETATLEMENT, AGREEMENT OUT TURNER PETROLEUM

This Agreement, made and entered into this the 6th day of October, 2011, by and between **Art L. Taylor and Karalyn Taylor**; and **Trent A. Potter and Eileen T. Potter**, whose mailing address is P.O. Box 444, Duchesne, Utah 84021-0444 ("Surface Owner") and **Bill Barrett Corporation**, 1099 18th Street, Suite 2300, Denver CO 80202, ("BBC").

WITNESSETH THAT:

WHEREAS, BBC owns undivided interests in certain oil and gas leases ("leases") covering and affecting portions of Section 26, Township 3 South, Range 5West, USM, of Duchesne County, Utah; and,

WHEREAS, such leases grant to BBC the right and privilege of ingress, egress, exploring, drilling, mining, operating for, producing and owning oil and gas and all other products produced therewith, together with the right to make surveys on said lands, lay pipelines, construct roads and bridges, dig canals, build power stations, telephone lines, employee houses and other structures on said lands, necessary or useful in BBC's operations; and,

WHEREAS, BBC, pursuant to its rights under the Leases, intends to drill the #10-26-35BTR well at a legal drill-site location in the NW/4 of SE1/4 of Section 26, Township 3 South, Range 5 West, USM, Duchesne County, Utah; and,

WHEREAS, Surface Owner warrants ownership to the surface of the specific portions of Section 26 and 35, Township 3 South, Range 5 West, USM, Duchesne County, Utah as described in the Exhibits attached hereto; and which warranted ownership is further subject to all oil, gas and other mineral rights which are reserved for the use and benefit of the owners thereof; and,

WHEREAS, BBC has agreed to reimburse Surface Owner for actual damages and injuries to all crops, timber, fences and other improvements located on the surface which results from BBC's operations hereunder, provided that BBC shall not be held liable or responsible for acts of providence or occurrences beyond BBC's control, such payment to be made upon commencement of operations to construct the wellsite pad; so,

for the transportation of oil, petroleum or any of its products, gas, water, saltwater and other substances, or any byproducts thereof, along, over, through, upon under and across the route of any such lines constructed hereunder, together with rights of ingress and egress to and from said line or lines for the purposes aforesaid. Such pipeline or pipelines to be buried to a depth of at least three feet below the surface. Such pipeline or pipelines to be constructed within the boundaries of the right-of-way granted herein as shown on Exhibit "B" attached hereto.

Surface Owner hereby releases BBC, its successors and assigns, from any and all damages and claims asserted. The consideration paid by BBC to Surface Owner is accepted by Surface Owner as full and final satisfaction for any and all damages and claims for damages to the surface which result from any of BBC's operations and privileges granted under the above Leases. Surface Owner hereby waives the right to collect any further and additional damages that may hereafter be asserted in connection with BBC's use of the land as further described on Exhibits "A and B" attached hereto and agrees to accept in lieu of any such future claims the agreed upon payment provided for in this Agreement.

Nothing herein shall alter or affect the rights of either party hereto with respect to surface use or disturbance of Surface Owner's land surrounding the drillsite locations, respectively, and BBC agrees to give Surface Owner advance notice of its intended use of any such surrounding land before commencing any operations thereon pursuant to its rights. Compensation for the use of any additional lands used by BBC shall be mutually agreed upon.

Surface Owner and BBC do hereby release, discharge and acquit the other from any and all liability, and shall indemnify the other against any and all claims and demands for damages, attorneys fees, injury or loss, existing now or done hereafter, to the surface of said lands or to any third parties arising out of or being the result of their or their agents, contractors licensees, permittees, successors and assigns own activities on or use of the subject property. However, such parties' potential liability under this paragraph to the other shall be limited to the acts and/or omission of its, or its predecessors, agents, contractors, licensees, permittees, successor and assigns, and shall not include any acts and/or omissions of the other party, it agents, contractors, licensees, permittees, successors or assigns. BBC shall reasonably maintain the subject property in order to prevent unnecessary deterioration of the surface and to keep the property in an unlittered condition.

Any topsoil which is removed by BBC on Surface Owner's land will be stockpiled at the drillsite and will be redistributed on the drillsite upon completion of all operations, and the land reseeded with grasses and/or native plants by BBC upon written request by Surface Owner. All mud pits will be filled and material and debris will be removed from the drillsite upon completion of operations. BBC shall remove from the lands covered hereby, at any time during the term hereof or within six (6) months after the plugging and abandonment of the well drilled pursuant to this Agreement, any or all structures, pipes, equipment and other facilities placed on, over, under, through and across any lands covered hereby, excepting fences, culverts, and other land improvements required by the Surface Owner, and title thereto shall be vested in BBC at all times, and shall in no event be considered or construed as fixtures thereto.

BBC shall maintain all roads and drillsite location so as to minimize offsite pollution pursuant to this Agreement and shall install culverts where necessary to insure adequate drainage from all roads.

BBC shall repair any fences, gates and corrals damaged by them during the course of their operations on the lands subject to this Agreement. Also, three (3) cattle guards shall be placed at locations to be determined at onsite.

BBC will mark the location of pipeline(s) where said pipeline(s) traverse the corral of Grantor. Exact location to be determined at onsite.

BBC agrees that any lighting installed on the drillsite will be of a nature so as to minimize offsite light pollution. Additionally, trucks loaded at the well site shall not face in the direction of the residence to the southwest while loading.

BBC will paint all facilities to match the natural surroundings at completion of construction of the same.

Upon completion the pipeline(s) right of way shall be graded and left free of rocks and debris caused by the excavation for said pipeline(s).

Surface Owner and their heirs or assigns shall have full access and use of the road built pursuant to this Agreement.

This Agreement shall inure to the benefit of the parties hereto, their heirs, successors and assigns and shall be a burden running with the land.

This Agreement may be executed in any number of counterparts and all such counterparts shall be deemed to constitute a single Agreement and the execution of one counterpart by any party hereto shall have the same force and effect as if said party had signed all other counterparts.

IN WITNESS WHEREOF, the parties have executed this Surface Damage Settlement Agreement effective as of the 6th day of October, 2011.

GRANTOR:

GRANTOR:

GRANTOR:

GRANTEE: BILL BARRETT CORPORATION

Clint W. Turner, as Agent for Bill Barrett Corporation

ACKNOWLEDGMENT

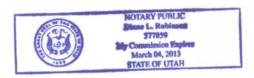
STATE OF UTAH COUNTY OF DUCHESNE

On this day of , 2011, before me personally appeared Art L. Taylor and Karalyn Taylor; and Trent A. Potter and Eileen T. Potter known to me to be the person(s) who is described in and who executed the within instrument and acknowledged to me that he/she executed the same.

WITNESS my hand and official seal.

My Commission Expires: Mar. 4,2013

Notary Public Residing at:) Uchesne, Ut84021



ACKNOWLEDGMENT

STATE OF UTAH COUNTY OF SALT LAKE

My Commission Expires: 9-8-15

Notary Public

Residing at:



STATE OF UTAH COUNTY OF DUCHESNE

SURFACE LAND USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, ARONCO, INC., whose mailing address is: P. O. Box 115, Duchesne, UT 84021-0115 (hereinafter referred to as GRANTOR), whether one or more), is the owner of the surface of the following described property located in Duchesne County, Utah, to-wit:

Part of the SW/4NW/4 and NW/4SW/4 of Section 35, and NE/4SE/4 of Section 34 in Township 3 South Range 5 West, USM

WHEREAS, Bill Barrett Corporation., whose address is 1099 18th Street, Suite 2300, Denver, CO 80202 (hereinafter referred to as GRANTEE) desires to construct a pipeline or pipelines and appurtenances thereto for the transportation of natural gas, water, saltwater and other substances on a portion of said property.

WHEREAS, Grantee has agreed to reimburse Grantor for actual damages and injuries to all crops, timber, fences and other improvements located on the surface which results from grantee's operations hereunder, provided that Grantee shall not be held liable or responsible for acts of providence or occurrences beyond Grantee's control, such payment to be made upon commencement of operations to construct the road and pipeline or pipelines; so,

The Grantor hereby covenants and warrants that they are the surface owner of the above-described land, and have the right to enter into this agreement.

FOR THE SAME CONSIDERATION RECITED ABOVE, Grantor and Grantee do hereby release, discharge and acquit the other from any and all liability, and shall indemnify the other against any and all claims and demands for damages, attorneys fees, injury or loss, existing now or done hereafter, to the surface of said lands or to any third parties arising out of or being the result of their or, their agents, contractors, licensees, permittees, successors and assigns own activities on or use of the subject property. However, such parties' potential liability under this paragraph to the other shall be limited to the acts and/or omission of it, or its predecessors, agents, contractors, licensees, permittees, successors, and assigns, and shall not include any acts and/or omissions of the other party, its agents, contractors, licensees, permittees, successors or assigns. Grantee shall reasonably maintain the subject property in order to prevent unnecessary deterioration of the surface and to keep the property in an unlittered condition.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the natural gas line over the right-of-way hereby granted unto the said Grantee, its successors and assigns, until such time as the right-of-way and easement is abandoned under the terms stipulated herein. The Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and are binding upon Grantor, Grantor's heirs, legal representatives and successors in title.

Grantee shall repair or replace any fences damaged by them, their employees or contractors with a new fence that will be exactly the same type of fence that is damaged. Grantee shall also reseed the pipeline damaged area with native grasses.

Upon abandonment of the facilities Grantee shall restore such facilities to as near its original condition as possible and shall furnish a recordable document evidencing such abandonment to Grantor, or Grantor's successors in interest, and all rights that Grantee has under the terms of this Agreement shall be terminated.

The making, execution and delivery of this document by Grantor has been induced by no representations, statements, warranties, or other agreements other than those herein expressed. This agreement embodies the entire understanding of the parties, and this instrument may be amended or modified only by subsequent written agreement of the parties.

This agreement shall inure to the benefit of the parties hereto, their heirs, successors, and assigns and shall be a burden running with the land.

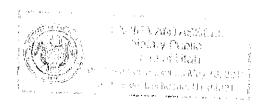
IN WITNESS WHEREOF, this Surface Land Use Agreement is executed as of the dates of the respective acknowledgments of the parties hereto, but is effective as of the 24th day of October, 2011.

ACKNOWLEDGMENT

STATE OF UTAH COUNTY OF SALT LAKE

> Notary Public Residing at:

My Commission Expires: 5-13-12



ACKNOWLEDGMENT

STATE OF UTAH COUNTY OF SALT LAKE

On this 17 day of 10 day, 2011, personally appeared before me Clint W. Turner, who, being by me duly sworn, did say that he is the Agent for Bill Barrett Corporation and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Clint W. Turner acknowledged to me that said corporation executed the same.

Notary Public Residing at:

My Commission Expires: 5-13-12

TO TWO

Fryde VANTASSELL Sjorgy Public Hard of Utah Hardan Agard May 18, 2012

37 b. w. inc. Dechorate, U1 819221

ACKNOWLEDGEMENT

STATE OF UTAH
)
COUNTY OF SALT LAKE

On this <u>28th</u> day of <u>November</u>, <u>2011</u>, before me, the undersigned Notary Public in and for said county and state, personally appeared <u>Clint W. Turner</u>, known to me to be the person who executed the foregoing instrument, and who being duly sworn by me did say that he is the <u>Agent</u> of <u>Bill Barrett Corporation</u>, and that instrument was signed in behalf of the corporation by authority of its Board of Directors, and said <u>Clint W. Turner</u> acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: 98 /5

LANET T GOMEZ
NOTARY PUBLIC-STATE OF UTAH
COMMISSIONS 613635
COMM. EXP. 09-08-2015

STATE OF UTAH COUNTY OF DUCHESNE

SURFACE LAND USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Darren K. Hansen, whose mailing address is: 1745 S. Milestone Drive #A-4 in Salt Lake City, UT 84104 (hereinafter referred to as GRANTOR), whether one or more), is the owner of the surface of the following described property located in Duchesne County, Utah, to-wit:

Lot 8, Strawberry Hills Estates Subdivision according to the Official Plat thereof on file and of record in the Duchesne County Recorder's Office

See Exhibit "A"

WHEREAS, Bill Barrett Corporation., whose address is 1099 18th Street, Suite 2300, Denver, CO 80202 (hereinafter referred to as GRANTEE) desires to construct a pipeline or pipelines and appurtenances thereto for the transportation of natural gas, water, saltwater and other substances on a portion of said property.

WHEREAS, Grantee has agreed to reimburse Grantor for actual damages and injuries to all crops, timber, fences and other improvements located on the surface which results from grantee's operations hereunder, provided that Grantee shall not be held liable or responsible for acts of providence or occurrences beyond Grantee's control, such payment to be made upon commencement of operations to construct the road and pipeline or pipelines; so,

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities. Grantor may construct roads, fences, water lines and utilities across the easement as long as they do not cause damage to the pipeline. Prior to construction of any road, fence, water line or utility Grantor shall notify Grantee and Grantee and Grantor shall work together in cooperation to make sure the pipeline or pipelines are not damaged. No reservoir or structure shall be constructed, created or maintained on, over, along or within the lands covered by this easement without Grantee's prior written consent.

The Grantor hereby covenants and warrants that they are the surface owner of the above-described land, and have the right to enter into this agreement.

GRANTOR:

FOR THE SAME CONSIDERATION RECITED ABOVE, Grantor and Grantee do hereby release, discharge and acquit the other from any and all liability, and shall indemnify the other against any and all claims and demands for damages, attorneys fees, injury or loss, existing now or done hereafter, to the surface of said lands or to any third parties arising out of or being the result of their or, their agents, contractors, licensees, permittees, successors and assigns own activities on or use of the subject property. However, such parties' potential liability under this paragraph to the other shall be limited to the acts and/or omission of it, or its predecessors, agents, contractors, licensees, permittees, successors, and assigns, and shall not include any acts and/or omissions of the other party, its agents, contractors, licensees, permittees, successors or assigns. Grantee shall reasonably maintain the subject property in order to prevent unnecessary deterioration of the surface and to keep the property in an unlittered condition.

TO HAVE AND TO HOLD the above described rights and casements, together with all rights necessary to operate and maintain the natural gas line over the right-of-way hereby granted unto the said Grantee, its successors and assigns, until such time as the right-of-way and easement is abandoned under the terms stipulated herein. The Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and are binding upon Grantor, Grantor's heirs, legal representatives and successors in title.

Grantee shall repair or replace any fences damaged by them, their employees or contractors with a new fence that will be exactly the same type of fence that is damaged. Grantee shall also reseed the pipeline damaged area with native grasses.

Upon abandonment of the facilities Grantee shall restore such facilities to as near its original condition as possible and shall furnish a recordable document evidencing such abandonment to Grantor, or Grantor's successors in interest, and all rights that Grantee has under the terms of this Agreement shall be terminated

The making, execution and delivery of this document by Grantor has been induced by no representations, statements, warranties, or other agreements other than those herein expressed. This agreement embodies the entire understanding of the parties, and this instrument may be amended or modified only by subsequent written agreement of the parties.

This agreement shall inure to the benefit of the parties hereto, their heirs, successors, and assigns and shall be a burden running with the land.

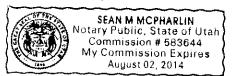
IN WITNESS WHEREOF, this Surface Land Use Agreement is executed as of the dates of the respective acknowledgments of the parties hereto, but is effective as of the 12th day of October, 2011.

Ву:	Darren K. Hansen
Date:	- -
GRANT	TEE:
	BILL BARRETT CORPORATION
By:	Calin to Lune
	Clint W. Turner 🗪, as Agent for Bill Barrett Corporation
Date:	11-14-11

ACKNOWLEDGMENT

STATE OF UTAH COUNTY OF SALT LAKE

WITNESS my hand and official seal.



Notary Public Residing at: Hollordow, Wah

My Commission Expires: August 02, 2014

ACKNOWLEDGMENT

STATE OF UTAH COUNTY OF SALT LAKE

On this day of Montage 1, 2011, personally appeared before me Clint W. Turner, who, being by me duly sworn, did say that he is the Agent for Bill Barrett Corporation and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Clint W. Turner acknowledged to me that said corporation executed the same.

Notary Public

My Commission Expires: 9-8-15



SURFACE LAND USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, **Larry Rasmussen**, whose mailing address is Box 381, Duchesne, UT 84021 (hereinafter referred to as GRANTOR), whether one or more), is the owner of the surface of the following described property located in Duchesne County, Utah, to-wit:

TOWNSHIP 3 SOUTH, RANGE 5 WEST, USM A portion of Section 34: NE/4SE/4

See Exhibit "A", attached hereto and by this reference made part hereof

WHEREAS, Bill Barrett Corporation, whose address is 1099 18th Street, Suite 2300, Denver, CO 80202 (hereinafter referred to as GRANTEE) desires to construct an access road and pipeline or pipelines and appurtenances thereto for the transportation of natural gas, water, saltwater and other substances on a portion of said property.

WHEREAS, Grantee has agreed to reimburse Grantor for actual damages and injuries to all crops, timber, fences and other improvements located on the surface which results from grantee's operations hereunder, provided that Grantee shall not be held liable or responsible for acts of providence or occurrences beyond Grantee's control, such payment to be made upon commencement of operations to construct the road and pipeline or pipelines; so,

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities. Grantor may construct roads, fences, water lines and utilities across the easement as long as they do not cause damage to the pipeline. Prior to construction of any road, fence, water line or utility Grantor shall notify Grantee and Grantee and Grantor shall work together in cooperation to make sure the pipeline or pipelines are not damaged. No reservoir or structure shall be constructed, created or maintained on, over, along or within the lands covered by this easement without Grantee's prior written consent.

The Grantor hereby covenants and warrants that they are the surface owner of the above-described land, and have the right to enter into this agreement.

FOR THE SAME CONSIDERATION RECITED ABOVE, Grantor and Grantee do hereby release, discharge and acquit the other from any and all hability, and shall indemnify the other against any and all claims and demands for damages, attorneys fees, injury or loss, existing now or done hereafter, to the surface of said lands or to any third parties arising out of or being the result of their or, their agents, contractors, licensees, permittees, successors and assigns own activities on or use of the subject property. However, such parties' potential liability under this paragraph to the other shall be limited to the acts and/or omission of it, or its predecessors, agents, contractors, licensees, permittees, successors, and assigns, and shall not include any acts and/or omissions of the other party, its agents, contractors, licensees, permittees, successors or assigns. Grantee shall reasonably maintain the subject property in order to prevent unnecessary deterioration of the surface and to keep the property in an unlittered condition. After construction of pipelmets: Grantee shall restore Grantor's property access to its present condition within the boundaries of this right-of-way hereby granted. In the event that further maintenance is required following restoration; then, Grantee shall again restore this area to its present condition.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the natural gas line over the right-of-way hereby granted unto the said Grantee, its successors and assigns, until such time as the right-of-way and easement is abandoned under the terms stipulated herein. The Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and are binding upon Grantor, Grantor's heirs, legal representatives and successors in title.

Grantee shall repair or replace any fences damaged by them, their employees or contractors with a new fence that will be exactly the same type of fence that is damaged. Grantee shall also resced the pipeline damaged area with native grasses.

Upon abandonment of the facilities Grantee shall restore such facilities to as near its original condition as possible and shall furnish a recordable document evidencing such abandonment to Grantor, or Grantor's successors in interest, and all rights that Grantee has under the terms of this Agreement shall be terminated.

The making, execution and delivery of this document by Grantor has been induced by no representations, statements, warranties, or other agreements other than those herein expressed. This agreement embodies the entire understanding of the parties, and this instrument may be amended or modified only by subsequent written agreement of the parties.

This agreement shall inure to the benefit of the parties hereto, their heirs, successors, and assigns and shall be a burden running with the land.

IN WITNESS WHEREOF, this Surface Land Use Agreement is executed as of the dates of the respective acknowledgments of the parties hereto, but is effective as of the 18th day of October, 2011.

	NTOR: Larry Rasmussen Larry Rasmussen Larry Rasmussen
Date:	11-8-2011
GRA!	STEE: BILL BARRETT CORPORATION
Ву:	helit w Irum
	Clint W. Turner, as Agent for Bill Barrett Corporation
Date:	11-14-11

ACKNOWLEDGMENT

STATE OF UTAH COUNTY OF SALT LAKE

On this 9 day of 100., 2011, before me personally appeared Larry Rasmussen known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official scal.

My Commission Expires: 5-13-12

Lacis Van Tassly Residing at:

LACIE VANTAESELL Liciary Public State of Utali nimiser tu Espainis May 13, 2012 E wars, Luchesne, Ut 94021 ACKNOWLEDGMENT

STATE OF UTAH COUNTY OF SALT LAKE

and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Clint W. Turner acknowledged to me that said corporation executed the same.

My Commission Expires: 9-8.75

Notary Public Residing at: WEST TOYAM 1H



COM

SURFACE LAND USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

BR BR E. S.

WHEREAS, **Brittany M. Rasmussen**, whose mailing address is 635 **%**. 300 **¢**. #8, Price, UT 84501 (hereinafter referred to as GRANTOR), whether one or more), is the owner of the surface of the following described property located in Duchesne County, Utah, to-wit:

TOWNSHIP 3 SOUTH, RANGE 5 WEST, USM A portion of Section 34: NE/4SE/4

See Exhibit "A", attached hereto and by this reference made part hereof

WHEREAS, Bill Barrett Corporation, whose address is 1099 18th Street, Suite 2300, Denver, CO 80202 (hereinafter referred to as GRANTEE) desires to construct an access road and pipeline or pipelines and appurtenances thereto for the transportation of natural gas, water, saltwater and other substances on a portion of said property.

WHEREAS, Grantee has agreed to reimburse Grantor for actual damages and injuries to all crops, timber, fences and other improvements located on the surface which results from grantee's operations hereunder, provided that Grantee shall not be held liable or responsible for acts of providence or occurrences beyond Grantee's control, such payment to be made upon commencement of operations to construct the road and pipeline or pipelines; so,

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities. Grantor may construct roads, fences, water lines and utilities across the easement as long as they do not cause damage to the pipeline. Prior to construction of any road, fence, water line or utility Grantor shall notify Grantee and Grantee and Grantor shall work together in cooperation to make sure the pipeline or pipelines are not damaged. No reservoir or structure shall be constructed, created or maintained on, over, along or within the lands covered by this easement without Grantee's prior written consent.

The Grantor hereby covenants and warrants that they are the surface owner of the above-described land, and have the right to enter into this agreement.

FOR THE SAME CONSIDERATION RECITED ABOVE, Grantor and Grantee do hereby release, discharge and acquit the other from any and all liability, and shall indemnify the other against any and all claims and demands for damages, attorneys fees, injury or loss, existing now or done hereafter, to the surface of said lands or to any third parties arising out of or being the result of their or, their agents, contractors, licensees, permittees, successors and assigns own activities on or use of the subject property. However, such parties' potential liability under this paragraph to the other shall be limited to the acts and/or omission of it, or its predecessors, agents, contractors, licensees, permittees, successors, and assigns, and shall not include any acts and/or omissions of the other party, its agents, contractors, licensees, permittees, successors or assigns. Grantee shall reasonably maintain the subject property in order to prevent unnecessary deterioration of the surface and to keep the property in an unlittered condition.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the natural gas line over the right-of-way hereby granted unto the said Grantee, its successors and assigns, until such time as the right-of-way and easement is abandoned under the terms stipulated herein. The Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and are binding upon Grantor, Grantor's heirs, legal representatives and successors in title.

Grantee shall repair or replace any fences damaged by them, their employees or contractors with a new fence that will be exactly the same type of fence that is damaged. Grantee shall also reseed the pipeline damaged area with native grasses.

Upon abandonment of the facilities Grantee shall restore such facilities to as near its original condition as possible and shall furnish a recordable document evidencing such abandonment to Grantor, or Grantor's successors in interest, and all rights that Grantee has under the terms of this Agreement shall be terminated.

The making, execution and delivery of this document by Grantor has been induced by no representations, statements, warranties, or other agreements other than those herein expressed. This agreement embodies the entire understanding of the parties, and this instrument may be amended or modified only by subsequent written agreement of the parties.

This agreement shall inure to the benefit of the parties hereto, their heirs, successors, and assigns and shall be a burden running with the land.

IN WITNESS WHEREOF, this Surface Land Use Agreement is executed as of the dates of the respective acknowledgments of the parties hereto, but is effective as of the 18th day of October, 2011.

By: Brittany M. Rasmussen

Date: 10-18-201

GRANTEE: BILL BARRETT CORPORATION

By: Clint W. Turner, as Agent for Bill Barrett Corporation

Date: 12-27-11

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE
DUCHESNE

On this day of Octobe, 2011, before me personally appeared Brittany M. Rasmussen known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

My Commission Expires: 5-13-12

Notary Public Residing at:

LACIE VANTASSELL
Notary Public
State of Utah
My Commission Expires May 13, 2012
33 E Main, Duchesne, UT 84021

ACKNOWLEDGMENT

STATE OF UTAH COUNTY OF SALT LAKE

On this 27th day of 1,2011, personally appeared before me Clint W. Turner, who, being by me duly sworn, did say that he is the Agent for Bill Barrett Corporation and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Clint W. Turner acknowledged to me that said corporation executed the same.

My Commission Expires: 9-8./5

Notary Public

Residing at:



SURFACE LAND USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, **Breese N. Rasmussen**, whose mailing address is 300 S. 1600 E. #2828, Price, UT 84501 (hereinafter referred to as GRANTOR), whether one or more), is the owner of the surface of the following described property located in Duchesne County, Utah, to-wit:

TOWNSHIP 3 SOUTH, RANGE 5 WEST, USM A portion of Section 34: NE/4SE/4

See Exhibit "A", attached hereto and by this reference made part hereof

WHEREAS, Bill Barrett Corporation, whose address is 1099 18th Street, Suite 2300, Denver, CO 80202 (hereinafter referred to as GRANTEE) desires to construct an access road and pipeline or pipelines and appurtenances thereto for the transportation of natural gas, water, saltwater and other substances on a portion of said property.

WHEREAS, Grantee has agreed to reimburse Grantor for actual damages and injuries to all crops, timber, fences and other improvements located on the surface which results from grantee's operations hereunder, provided that Grantee shall not be held liable or responsible for acts of providence or occurrences beyond Grantee's control, such payment to be made upon commencement of operations to construct the road and pipeline or pipelines; so,

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities. Grantor may construct roads, fences, water lines and utilities across the easement as long as they do not cause damage to the pipeline. Prior to construction of any road, fence, water line or utility Grantor shall notify Grantee and Grantee and Grantor shall work together in cooperation to make sure the pipeline or pipelines are not damaged. No reservoir or structure shall be constructed, created or maintained on, over, along or within the lands covered by this easement without Grantee's prior written consent.

The Grantor hereby covenants and warrants that they are the surface owner of the above-described land, and have the right to enter into this agreement.

FOR THE SAME CONSIDERATION RECITED ABOVE, Grantor and Grantee do hereby release, discharge and acquit the other from any and all liability, and shall indemnify the other against any and all claims and demands for damages, attorneys fees, injury or loss, existing now or done hereafter, to the surface of said lands or to any third parties arising out of or being the result of their or, their agents, contractors, licensees, permittees, successors and assigns own activities on or use of the subject property. However, such parties' potential liability under this paragraph to the other shall be limited to the acts and/or omission of it, or its predecessors, agents, contractors, licensees, permittees, successors, and assigns, and shall not include any acts and/or omissions of the other party, its agents, contractors, licensees, permittees, successors or assigns. Grantee shall reasonably maintain the subject property in order to prevent unnecessary deterioration of the surface and to keep the property in an unlittered condition.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the natural gas line over the right-of-way hereby granted unto the said Grantee, its successors and assigns, until such time as the right-of-way and easement is abandoned under the terms stipulated herein. The Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and are binding upon Grantor, Grantor's heirs, legal representatives and successors in title.

Grantee shall repair or replace any fences damaged by them, their employees or contractors with a new fence that will be exactly the same type of fence that is damaged. Grantee shall also reseed the pipeline damaged area with native grasses.

Upon abandonment of the facilities Grantee shall restore such facilities to as near its original condition as possible and shall furnish a recordable document evidencing such abandonment to Grantor, or Grantor's successors in interest, and all rights that Grantee has under the terms of this Agreement shall be terminated.

The making, execution and delivery of this document by Grantor has been induced by no representations, statements, warranties, or other agreements other than those herein expressed. This agreement embodies the entire understanding of the parties, and this instrument may be amended or modified only by subsequent written agreement of the parties.

This agreement shall inure to the benefit of the parties hereto, their heirs, successors, and assigns and shall be a burden running with the land.

IN WITNESS WHEREOF, this Surface Land Use Agreement is executed as of the dates of the respective acknowledgments of the parties hereto, but is effective as of the 18th day of October, 2011.

GRANTOR: Breese N. Rasmussen
By: Pulse N. Rasmussen
Date: 10 11 6 11
GRANTEE: BILL BARRETT CORPORATION
By: Lulid W. June
Clint W. Turner, as Agent for Bill Barrett Corporation
Date: 12-57-11

Well Number: 43013512480000

ACKNOWLEDGMENT

STATE OF UTAH COUNTY OF SALT LAKE DUCKESNE

On this 18th day of October, 2011, before me personally appeared Breese N. Rasmussen known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

My Commission Expires: 5 - 13 - 12

Notary Public Residing at:

Mail VANTASSELL.

Mail VANTASS

ACKNOWLEDGMENT

STATE OF UTAH COUNTY OF SAET LAKE

On this 2-7th day of December , 2011, personally appeared before me <u>Clint W.</u> <u>Turner</u>, who, being by me duly sworn, did say that he is the Agent for Bill Barrett Corporation and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Clint W. Turner acknowledged to me that said corporation executed the same.

My Commission Expires: 93/5

lotary Public Lesiding at: West Jordan, U



SURFACE LAND USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

BP BF

WHEREAS, **Brittany M.** Rasmussen, whose mailing address is 635 **K**. 300 **K**. #8, Price, UT 84501 (hereinafter referred to as GRANTOR), whether one or more), is the owner of the surface of the following described property located in Duchesne County, Utah, to-wit:

TOWNSHIP 3 SOUTH, RANGE 5 WEST, USM A portion of Section 34: NE/4SE/4

See Exhibit "A", attached hereto and by this reference made part hereof

WHEREAS, Bill Barrett Corporation, whose address is 1099 18th Street, Suite 2300, Denver, CO 80202 (hereinafter referred to as GRANTEE) desires to construct an access road and pipeline or pipelines and appurtenances thereto for the transportation of natural gas, water, saltwater and other substances on a portion of said property.

WHEREAS, Grantee has agreed to reimburse Grantor for actual damages and injuries to all crops, timber, fences and other improvements located on the surface which results from grantee's operations hereunder, provided that Grantee shall not be held liable or responsible for acts of providence or occurrences beyond Grantee's control, such payment to be made upon commencement of operations to construct the road and pipeline or pipelines; so,

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities. Grantor may construct roads, fences, water lines and utilities across the easement as long as they do not cause damage to the pipeline. Prior to construction of any road, fence, water line or utility Grantor shall notify Grantee and Grantee and Grantor shall work together in cooperation to make sure the pipeline or pipelines are not damaged. No reservoir or structure shall be constructed, created or maintained on, over, along or within the lands covered by this easement without Grantee's prior written consent.

The Grantor hereby covenants and warrants that they are the surface owner of the above-described land, and have the right to enter into this agreement.

FOR THE SAME CONSIDERATION RECITED ABOVE, Grantor and Grantee do hereby release, discharge and acquit the other from any and all liability, and shall indemnify the other against any and all claims and demands for damages, attorneys fees, injury or loss, existing now or done hereafter, to the surface of said lands or to any third parties arising out of or being the result of their or, their agents, contractors, licensees, permittees, successors and assigns own activities on or use of the subject property. However, such parties' potential liability under this paragraph to the other shall be limited to the acts and/or omission of it, or its predecessors, agents, contractors, licensees, permittees, successors, and assigns, and shall not include any acts and/or omissions of the other party, its agents, contractors, licensees, permittees, successors or assigns. Grantee shall reasonably maintain the subject property in order to prevent unnecessary deterioration of the surface and to keep the property in an unlittered condition.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the natural gas line over the right-of-way hereby granted unto the said Grantee, its successors and assigns, until such time as the right-of-way and easement is abandoned under the terms stipulated herein. The Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and are binding upon Grantor, Grantor's heirs, legal representatives and successors in title.

Grantee shall repair or replace any fences damaged by them, their employees or contractors with a new fence that will be exactly the same type of fence that is damaged. Grantee shall also reseed the pipeline damaged area with native grasses.

Upon abandonment of the facilities Grantee shall restore such facilities to as near its original condition as possible and shall furnish a recordable document evidencing such abandonment to Grantor, or Grantor's successors in interest, and all rights that Grantee has under the terms of this Agreement shall be terminated.

The making, execution and delivery of this document by Grantor has been induced by no representations, statements, warranties, or other agreements other than those herein expressed. This agreement embodies the entire understanding of the parties, and this instrument may be amended or modified only by subsequent written agreement of the parties.

This agreement shall inure to the benefit of the parties hereto, their heirs, successors, and assigns and shall be a burden running with the land.

IN WITNESS WHEREOF, this Surface Land Use Agreement is executed as of the dates of the respective acknowledgments of the parties hereto, but is effective as of the 18th day of October, 2011.

GRANTOR: Brittany M. Rasmussen
By: Mactions M. Pawinus De Brittany M. Rasmussen
Date: 10-10-2011
GRANTEE: <u>BILL BARRETT CORPORATION</u>
By: Culint W. Trum
Clint W. Turner, as Agent for Bill Barrett Corporation
Date: In hall

SURFACE LAND USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Alaina M. Rasmussen, whose mailing address is HC 64 Box 159A, Duchesne, UT 84021 (hereinafter referred to as GRANTOR), whether one or more), is the owner of the surface of the following described property located in Duchesne County, Utah, to-wit:

TOWNSHIP 3 SOUTH, RANGE 5 WEST, USM A portion of Section 34: NE/4SE/4

See Exhibit "A", attached hereto and by this reference made part hereof

WHEREAS, Bill Barrett Corporation, whose address is 1099 18th Street, Suite 2300, Denver, CO 80202 (hereinafter referred to as GRANTEE) desires to construct an access road and pipeline or pipelines and appurtenances thereto for the transportation of natural gas, water, saltwater and other substances on a portion of said property.

WHEREAS, Grantee has agreed to reimburse Grantor for actual damages and injuries to all crops, timber, fences and other improvements located on the surface which results from grantee's operations hereunder, provided that Grantee shall not be held liable or responsible for acts of providence or occurrences beyond Grantee's control, such payment to be made upon commencement of operations to construct the road and pipeline or pipelines; so,

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities. Grantor may construct roads, fences, water lines and utilities across the easement as long as they do not cause damage to the pipeline. Prior to construction of any road, fence, water line or utility Grantor shall notify Grantee and Grantee and Grantor shall work together in cooperation to make sure the pipeline or pipelines are not damaged. No reservoir or structure shall be constructed, created or maintained on, over, along or within the lands covered by this easement without Grantee's prior written consent.

Il Number: 43013512480000

The Grantor hereby covenants and warrants that they are the surface owner of the above-described land, and have the right to enter into this agreement.

FOR THE SAME CONSIDERATION RECITED ABOVE, Grantor and Grantee do hereby release, discharge and acquit the other from any and all liability, and shall indemnify the other against any and all claims and demands for damages, attorneys fees, injury or loss, existing now or done hereafter, to the surface of said lands or to any third parties arising out of or being the result of their or, their agents, contractors, licensees, permittees, successors and assigns own activities on or use of the subject property. However, such parties' potential liability under this paragraph to the other shall be limited to the acts and/or omission of it, or its predecessors, agents, contractors, licensees, permittees, successors, and assigns, and shall not include any acts and/or omissions of the other party, its agents, contractors, licensees, permittees, successors or assigns. Grantee shall reasonably maintain the subject property in order to prevent unnecessary deterioration of the surface and to keep the property in an unlittered condition.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the natural gas line over the right-of-way hereby granted unto the said Grantee, its successors and assigns, until such time as the right-of-way and easement is abandoned under the terms stipulated herein. The Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and are binding upon Grantor, Grantor's heirs, legal representatives and successors in title.

Grantee shall repair or replace any fences damaged by them, their employees or contractors with a new fence that will be exactly the same type of fence that is damaged. Grantee shall also reseed the pipeline damaged area with native grasses.

Upon abandonment of the facilities Grantee shall restore such facilities to as near its original condition as possible and shall furnish a recordable document evidencing such abandonment to Grantor, or Grantor's successors in interest, and all rights that Grantee has under the terms of this Agreement shall be terminated.

The making, execution and delivery of this document by Grantor has been induced by no representations, statements, warranties, or other agreements other than those herein expressed. This agreement embodies the entire understanding of the parties, and this instrument may be amended or modified only by subsequent written agreement of the parties.

This agreement shall inure to the benefit of the parties hereto, their heirs, successors, and assigns and shall be a burden running with the land.

IN WITNESS WHEREOF, this Surface Land Use Agreement is executed as of the dates of the respective acknowledgments of the parties hereto, but is effective as of the 18th day of October, 2011.

GRANTOR: Alaina M. Rasmussen
By: Claina M. Rasmussen
Alaina M. Rasmussen
Date:
GRANTEE: <u>BILL BARRETT CORPORATION</u>
By: Pullet Water
Clint W. Turner, as Agent for Bill Barrett Corporation
Date: 10-17-11

Il Number: 43013512480000

ACKNOWLEDGMENT

STATE OF UTAH COUNTY OF SALT LAKE DUCKESNE

On this 18 day of otober, 2011, before me personally appeared Alaina M. Rasmussen known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

My Commission Expires: 5-13-12

Residing at:



ACKNOWLEDGMENT

STATE OF UTAH COUNTY OF SALT LAKE

On this 27th day of December, 2011, personally appeared before me Clint W. Turner, who, being by me duly sworn, did say that he is the Agent for Bill Barrett Corporation and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Clint W. Turner acknowledged to me that said corporation executed the same.

My Commission Expires: 98/5

Notary Public Residing at: West Jordan, UT

LANET T GOMEZ NOTARY PUBLIC-STATE OF UTAH COMMISSION# 613635 COMM. EXP. 09-08-2015

PIPELINE AND ROAD SURFACE DAMAGE AND RIGHT-OF-WAY SETTLEMENT AGREEMENT

This Agreement, made and entered into this 13th day of December, 2011 (the "Effective Date"), by and between, as appropriate and applicable, J.J.N.P Company, a Limited Partnership, PO Box 1329, Park City, UT 84060-1329 (the "Surface Owner") and Bill Barrett Corporation, 1099 18th Street, Suite 2300, Denver CO 80202 ("BBC"). BBC and the Surface Owner may be individually referred to herein as a "Party," and collectively as the "Parties."

WHEREAS, BBC represents that it owns undivided interests in certain oil and gas leases covering and affecting Sections 9, 13, 14, and 15, Township 4 South, Range 7 West, USM, of Duchesne County, Utah, and Section 34, Township 3 South, Range 5 West, USM, of Duchesne County, Utah (the "Leases"); and

WHEREAS, BBC also represents that the Leases grant to BBC the right and privilege of ingress, egress, exploring, drilling, mining, operating for, producing and owning oil and gas and all other products produced therewith, together with the right to make surveys on said lands, lay pipelines, construct roads and bridges, dig canals, build power stations, telephone lines, employee houses and other structures on said lands, necessary or useful in BBC's operations; and

WHEREAS, Surface Owner is the owner of at least specific portions of the surface and/or subsurface relating thereto in Sections 9, 13, 14, and 15, Township 4 South, Range 7 West, USM, Duchesne County, Utah, and Section 34, Township 3 South, Range 5 West, USM, Duchesne County, Utah (the "Premises"); and

WHEREAS, BBC has agreed to compensate Surface Owner at the time of signing this Agreement for its use and occupancy of the Premises and for actual damages to equipment, crops, timber, fences, and other improvements located on the Premises which results from BBC's operations and any and all surface disturbing activities relating to the construction, repair, operation and maintenance of roads and pipelines constructed by BBC on the Premises, *provided* that, BBC shall not be liable or held responsible for acts of providence or occurrences beyond BBC's control;

For the same consideration, the Surface Owner does hereby grant and convey unto BBC, its successors and assigns, the right, at any time and from time to time, to lay, construct, reconstruct, replace, renew, operate, maintain, repair, change the size of, and remove a pipeline or pipelines (individually and collectively referred to as the "Pipelines") for the transportation of oil, petroleum or any of its products, gas, water, saltwater and other substances, or any byproducts thereof, along, over, through, upon under and across the route of any such Pipelines, together with rights of ingress and egress to and from said Pipelines for the purposes aforesaid, such Pipelines to be buried to a depth of at least three feet below the surface. Those portions of the Premises disturbed by construction of the Pipelines shall be reclaimed and reseeded with alfalfa, grasses and/or native grasses by BBC, if requested and as identified by the Surface Owner, upon completion of construction of the Pipelines. Notwithstanding the foregoing, BBC's use of the Premises for the Pipelines shall be specifically limited to the boundaries of the right(s)-of-way granted hereby as depicted on Exhibit "B" attached hereto.

In the event BBC needs to renter the Premises to reconstruct, replace, renew, maintain, repair, change the size of and/or remove the Pipelines or any roads, BBC shall provide the Surface Owner with fifteen (15) days advance written notice, and those portions of the Premises disturbed by such reentry shall be reclaimed and reseeded with alfalfa, grasses and/or native grasses by BBC, if requested and as identified by the Surface Owner.

BBC shall not use, without first obtaining written permission from the Surface Owner, any adjacent or surrounding land of the Surface Owner. Compensation for the use of any additional lands outside the Premises used by BBC shall be mutually agreed upon by BBC and the Surface Owner.

The Surface Owner hereby releases BBC, its agents, employees, licensees, permittees, successors and assigns as to its use and occupancy of the Premises and as to all damages or injuries to equipment, crops, timber, fences and other improvements located on the Premises for which BBC remitted payment to the Surface Owner for signing this Agreement. The foregoing notwithstanding, BBC shall be and remain responsible for any and all other actual damages which are a direct result of BBC's negligence or willful misconduct occurring on the Premises to:
(i) persons, (ii) livestock of the Surface Owner, (iii) contamination of land, waterways, and groundwater of the Surface Owner, (iv) equipment of the Surface Owner for which Surface Owner has not been previously compensated by BBC, and (v) other real and personal property of the Surface Owner.

BBC shall reasonably maintain the Premises in order to prevent unnecessary deterioration of the surface and to keep the Premises in an unlittered condition.

Upon completion of the operations contemplated hereunder, BBC shall reclaim the Premises as required by law and this Agreement. Any topsoil which is removed by BBC on the Premises will be stockpiled on or near the Premises and will be, to the extent practicable, redistributed on areas disturbed upon the completion of all construction operations, and the land affected thereby reseeded with, alfalfa, grasses and/or native grasses by BBC, if requested and as identified by the Surface Owner. BBC shall remove from the Premises, either at any time during

the term hereof or within six (6) months of abandonment of the Pipelines or roads, any or all structures, pipes, equipment and other facilities placed on, over, under, through and across any of the Premises, excepting fences, culverts, and other land improvements required by the Surface Owner. Title to said structures, pipes, equipment and other facilities shall be vested in BBC at all times, and shall in no event be considered or construed as fixtures attaching to the Premises.

BBC shall maintain all roads used or authorized pursuant to this Agreement and shall install culverts where necessary to insure adequate drainage from all roads.

BBC shall repair any fences and gates damaged by it during the course of its operations on the Premises.

Except as the same may interfere with BBC's rights under this Agreement, Surface Owner and, as appropriate, its employees, agents, successors, heirs and assigns shall have full access and use of the Premises.

This Agreement shall inure to the benefit of the Parties hereto, their heirs, successors and assigns and shall be a burden running with the land comprising the Premises.

This Agreement shall commence from the Effective Date, shall be effective for an initial term of twenty (20) years and shall be renewable for a second twenty (20) year term upon expiration of the initial term; <u>provided that</u>, BBC shall, to effectuate commencement of the secondary term, provide written notice to the Surface Owner not less than thirty (30) days before the commencement of such renewal term that it has elected to renew this Agreement.

This Agreement represents a valid and binding agreement between BBC and the Surface Owner, sets forth the full and complete understanding between BBC and the Surface Owner with respect to the subject matter hereof, and supersedes and renders null and void any other agreements between the Parties with regard to the subject matter hereof affecting the Premises, whether oral or in writing.

The recitals set forth above are, and shall be deemed to be, an integral part of this Agreement binding upon the Parties.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes and each of which shall be deemed to constitute a single agreement.

The Parties recognize and agree that the locations described on Exhibits A and B hereto may, as a result of causes other than the requirements of BBC and/or the Surface Owner, be subject to minor changes and modifications subsequent to execution of this Agreement. The Parties agree that Exhibits A and B may be altered to reflect such minor changes and that amendment of this Agreement shall not be required to alter the contents of Exhibit A and/or B. In the event minor changes or modifications to the descriptions appearing on Exhibits A and/or B result in BBC's use of the Surface Owner's land in addition to that permitted under Exhibits A

and/or B, BBC shall promptly compensate the Surface Owner for the same in accordance with the payment system previously agreed to by the Parties. As used herein, the phrase "minor changes and modifications" shall mean alteration of the surface use and occupancy depicted on Exhibits A and B that results in BBC's additional use and occupancy of the Premises, the same not exceed one acre.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

SURFACE OWNER:	BILL BARRETT CORPORATION
J.J.N.P COMPANY, A LIMITED	
PARTNERSHIP	
By:	By: Mr. T. Walker Huntington T. Walker Its: Senior Vice President-Land Date: December 12, 2011 WITNESS FOR BBC:
Name: Dan Alburhule Date: December 13, 2011	Name: Christopher V. Robinson Date: December 12, 2011
STATE OF UTAH) COUNTY OF SALT LAKE)	

On the 13th day of December, 2011, personally appeared before me Robert J. Pinder, as: (i) General Partner of J.J.N.P. Company, a Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed on behalf of said limited partnership.

Notary Public

Residing at: SALT LAKE COUNTY, UTAH

My Commission Expires: 4-19-2015

JEREMY CARŁ SCHWENDIMAN Notary Public State of Utah Comm. No. 608083 My Comm. Expires Apr 19, 2015

Page 4 of 5

DEN 97,689,381v1 12-12-11

STATE OF COLORADO)
)
COUNTY OF DENVER)
On the 12 day of December, 2011, personally appeared before me Huntington T. Walker, who, being by me duly sworn, did say that he is the Senior Vice President-Land of Bill
Walker, who, being by me duly sworn, did say that he is the Senior Vice President-Land of Bill
Barrett Corporation, that he signed the above-instrument on behalf of said corporation by
authority granted to Huntington T. Walker by said corporation and that his execution of the
above-instrument represents execution of the same by said corporation.
LEE VASKEY NOTARY PUBLIC STATE OF COLORADO
Notary Public Notary Public
MY COMMISSION EXPIRES 10/16/2013 Residing at:
My Commission Expires:

STATE OF UTAH COUNTY OF DUCHESNE

SURFACE LAND USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Charlotte B. Carda, sole surviving Trustee of the Ernest and Charlotte Carda Revocable Trust, whose mailing address is: P. O. Box 871, Duchesne, UT 84021-0871 (hereinafter referred to as GRANTOR), whether one or more), is the owner of the surface of the following described property located in Duchesne County, Utah, to-wit:

Part of the NE/4SW/4 of Section 34, T3S R5W, USM and NW4SEY CC See Exhibit "A"

WHEREAS, Bill Barrett Corporation., whose address is 1099 18th Street, Suite 2300, Denver, CO 80202 (hereinafter referred to as GRANTEE) desires to construct a pipeline or pipelines and appurtenances thereto for the transportation of natural gas, water, saltwater and other substances on a portion of said property.

WHEREAS, Grantee has agreed to reimburse Grantor for actual damages and injuries to all crops, timber, fences and other improvements located on the surface which results from grantee's operations hereunder, provided that Grantee shall not be held liable or responsible for acts of providence or occurrences beyond Grantee's control, such payment to be made upon commencement of operations to construct the road and pipeline or pipelines; so,

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities. Grantor may construct roads, fences, water lines and utilities across the easement as long as they do not cause damage to the pipeline. Prior to construction of any road, fence, water line or utility Grantor shall notify Grantee and Grantee and Grantor shall work together in cooperation to make sure the pipeline or pipelines are not damaged. No reservoir or structure shall be constructed, created or maintained on, over, along or within the lands covered by this easement without Grantee's prior written consent.

The Grantor hereby covenants and warrants that they are the surface owner of the above-described land, and have the right to enter into this agreement.

FOR THE SAME CONSIDERATION RECITED ABOVE, Grantor and Grantee do hereby release, discharge and acquit the other from any and all liability, and shall indemnify the other against any and all claims and demands for damages, attorneys fees, injury or loss, existing now or done hereafter, to the surface of said lands or to any third parties arising out of or being the result of their or, their agents, contractors, licensees, permittees, successors and assigns own activities on or use of the subject property. However, such parties' potential liability under this paragraph to the other shall be limited to the acts and/or omission of it, or its predecessors, agents, contractors, licensees, permittees, successors, and assigns, and shall not include any acts and/or omissions of the other party, its agents, contractors, licensees, permittees, successors or assigns. Grantee shall reasonably maintain the subject property in order to prevent unnecessary deterioration of the surface and to keep the property in an unlittered condition.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the natural gas line over the right-of-way hereby granted unto the said Grantee, its successors and assigns, until such time as the right-of-way and easement is abandoned under the terms stipulated herein. The Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and are binding upon Grantor, Grantor's heirs, legal representatives and successors in title.

Grantee shall repair or replace any fences damaged by them, their employees or contractors with a new fence that will be exactly the same type of fence that is damaged. Grantee shall also reseed the pipeline damaged area with native grasses.

Upon abandonment of the facilities Grantee shall restore such facilities to as near its original condition as possible and shall furnish a recordable document evidencing such abandonment to Grantor, or Grantor's successors in interest, and all rights that Grantee has under the terms of this Agreement shall be terminated.

The making, execution and delivery of this document by Grantor has been induced by no representations, statements, warranties, or other agreements other than those herein expressed. This agreement embodies the entire understanding of the parties, and this instrument may be amended or modified only by subsequent written agreement of the parties.

This agreement shall inure to the benefit of the parties hereto, their heirs, successors, and assigns and shall be a burden running with the land.

IN WITNESS WHEREOF, this Surface Land Use Agreement is executed as of the dates of the respective acknowledgments of the parties hereto, but is effective as of the 11th day of October, 2011.

GRANTOR:

By: Charlotte B. Carda, sole surviving Trustee

Date: 10-12-11

GRANTEE:

BILL BARRETT CORPORATION

By: Clint W. Turner Car, as Agent for Bill Barrett Corporation

Date: 10-15-11

Well Number: 43013512480000

ACKNOWLEDGMENT

STATE OF UTAH COUNTY OF SALT LAKE

On this On this day of October, 2011, before me personally appeared Charlotte B. Carda known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

My Commission Expires: 7

Notary Public
Residing at: 30 East Main
Dichesne, UT

ACKNOWLEDGMENT

STATE OF UTAH COUNTY OF SALT LAKE

On this 25th day of Utther, 2011, personally appeared before me Clint W. Turner, who, being by me duly sworn, did say that he is the Agent for Bill Barrett Corporation and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Clint W. Turner acknowledged to me that said corporation executed the same.

Notary Public Residing at: West Soidan, UT

My Commission Expires: $9 - 9 \cdot 15$



SURFACE USE PLAN

BILL BARRETT CORPORATION

<u>10-26-35 BTR Well Pad</u>

NW SE, 2366' FSL and 2162' FEL, Section 26, T3S-R5W, USB&M Duchesne County, Utah

The onsite inspection for this pad occurred on January 17, 2012. Site specific conditions or changes as a result of that onsite are indicated below. Plat changes requested at the onsite are reflected within this APD.

- a) Standard 16 mil liner required;
- b) Construct access roads as close to the existing fences as possible and minimize curve radii to the extent possible;
- c) Position loading facilities to minimize truck lights impacting nearby house (southwest);
- d) Production facilities will be painted Covert Green;

The excavation contractor would be provided with an approved copy of the surface use plan of operations before initiating construction.

1. Existing Roads:

- a. The proposed well site is located approximately 3.0 miles northwest of Duchesne, Utah. Maps and directions reflecting the route to the proposed well site are included (see Topographic maps A and B).
- b. The existing State Highway 40 would be utilized for 0.5 miles to an existing county maintained access road (CR 195) that would be utilized for 2.0 miles and provides access to the planned new access road.
- c. Project roads would require routine year-round maintenance to provide year-round access. Maintenance would include inspections, reduction of ruts and holes, maintenance to keep water off the road, replacement of surfacing materials, and clearing of sediment blocking ditches and culverts. Should snow removal become necessary, roads would be cleared with a motor grader and snow would be stored along the down gradient side to prohibit runoff onto the road. Aggregate would be used as necessary to maintain a solid running surface and minimize dust generation.
- d. Vehicle operators would obey posted speed restrictions and observe safe speeds commensurate with road and weather conditions. Travel would be limited to the existing access roads and proposed access road.
- e. The use of roads under State and Duchesne County Road Department maintenance are necessary to access the project area with no improvements proposed. Duchesne County Encroachment and Pipeline Crossing Permits have been obtained.

Bill Barrett Corporation Surface Use Plan #10-26-35 BTR Duchesne County, UT

f. All existing roads would be maintained and kept in good repair during all phases of operation.

2. <u>Planned Access Road:</u>

- a. Approximately 2560 feet of new access road trending north then east is planned from the existing access road (see Topographic Map B).
- b. The planned access road would be constructed to a 30-foot ROW width with an 18-foot travel surface. See section 12.d. below for disturbance estimates.
- c. New road construction and improvements of existing roads would typically require the use of motor graders, crawler tractors, 10-yard end dump trucks, and water trucks. The standard methodology for building new roads involves the use of a crawler tractor or track hoe to windrow the vegetation to one side of the road corridor, remove topsoil to the opposing side of the corridor, and rough-in the roadway. This is followed by a grader or bulldozer to establish barrow ditches and crown the road surface. Where culverts are required, a track hoe or backhoe would trench the road and install the culverts. Some hand labor would be required when installing and armoring culverts. Road base or gravel in some instances would be necessary and would be hauled in and a grader used to smooth the running surface.
- d. The proposed road would be constructed to facilitate drainage, control erosion and minimize visual impacts by following natural contours where practical. No unnecessary side-casting of material would occur on steep slopes.
- e. A maximum grade of 10% would be maintained throughout the project with minimum cuts and fills, as necessary, to access the well.
- f. Excess rock from construction of the pad may be used for surfacing of the access road if necessary. Any additional aggregate necessary would be obtained from private or State of Utah lands in conformance with applicable regulations. Aggregate would be of sufficient size, type, and amount to allow all weather access and alleviate dust.
- g. Where topsoil removal is necessary, it would be windrowed (i.e. stockpiled/accumulated along the edge of the ROW and in a low row/pile parallel with the ROW) and re-spread over the disturbed area after construction and backfilling are completed. Vegetation removed from the disturbed area would also be re-spread to provide protection, nutrient recycling, and a seed source for reclamation.
- h. Turnouts are not proposed.

Bill Barrett Corporation Surface Use Plan #10-26-35 BTR Duchesne County, UT

- i. No culverts or low-water crossings are anticipated. Adequate drainage structures, where necessary, would be incorporated into the remainder of the road to prevent soil erosion and accommodate all-weather traffic.
- j. Two cattleguards will be installed along the proposed access route as shown on Topo B. No gates are anticipated at this time.
- k. Surface disturbance and vehicular travel would be limited to the approved location access road. Adequate signs would be posted, as necessary, to warn the public of project related traffic.
- All access roads and surface disturbing activities would conform to the appropriate standard, **no higher than necessary**, to accommodate their intended function adequately as outlined in the Bureau of Land Management and Forest Service publication: <u>Surface Operating Standards for Oil and Gas Exploration</u> and Development, Fourth Edition – Revised 2007.
- m. The operator would be responsible for all maintenance needs of the new access road.

3. Location of Existing Wells (see One-Mile Radius Map):

a. Following is a list of wells with surface hole locations within a one-mile radius of the proposed pad:

i.	water wells	none
ii.	injection wells	none
iii.	disposal wells	none
iv.	drilling wells	none
v.	temp shut-in wells	none
vi.	producing wells	none
vii.	abandoned wells	two

4. <u>Location of Production Facilities</u>

- a. Surface facilities would consist of a wellhead, separator, gas meter, combustor, (1) 500 gal methanol tank, (1) 500 glycol tank, (3) 500 bbl oil tanks, (1) 500 bbl water tank, (1) 500 bbl test tank, (1) 1000 gal propane tank, a pumping unit or Roto-flex unit or ESP or gas lift unit, electrical or with a natural gas or diesel fired motor, solar panels, solar chemical and methanol pumps and one trace pump. See attached proposed facility diagram.
- b. Most wells would be fitted with a pump jack or Roto-flex unit or ESP or gas lift to assist liquid production. The prime mover for pump jacks or Roto-flex units would be small (100 horsepower or less), electric motor or natural gas or diesel fired internal combustion engines. If a gas lift is installed, it would be set on a 10 ft x 25 ft pad and the prime mover would be a natural gas-fired internal

Bill Barrett Corporation Surface Use Plan #10-26-35 BTR Duchesne County, UT

combustion engine rated at 200 horsepower or less or an electric compressor of similar horsepower powered by electricity.

- c. The tank battery would be surrounded by a secondary containment berm of sufficient capacity to contain 1.1 times the entire capacity of the largest single tank and sufficient freeboard to contain precipitation. All loading lines and valves would be placed inside the berm surrounding the tank battery or would utilize catchment basins to contain spills. All liquid hydrocarbon production and measurement shall conform to the provisions of 43 CFR 3162.7-2 and Onshore Oil and Gas Order No. 4 for the measurement of oil.
- d. Gas meter run(s) would be constructed and located on lease within 500 feet of the wellheads. Meter runs would be housed and/or fenced. As practicably feasible, meters would be equipped with remote telemetry monitoring systems. All gas production and measurement shall comply with the provisions of 43 CFR 3162.7-3, Onshore Oil and Gas Order No. 5, and American Gas Association (AGA) Report No. 3.
- e. A combustor may be installed at this location for control of associated condensate tank emissions. A combustor ranges from 24 inches to 48 inches wide and is approximately 27 ft tall. Combustor placement would be on existing disturbance.
- a. Approximately 12,155 feet of pipeline corridor (see Topographic Map C) containing up to three lines (one gas pipeline up to 8 inch in diameter, one water line up to 4 inch in diameter and one residue line up to 4 inch in diameter) is proposed trending southwesterly to the proposed pipeline corridor for the 5-34D-35 BTR. Pipelines would be constructed of steel, polyethylene or fiberglass and would connect to the proposed pipeline servicing nearby BBC wells. The pipeline crosses entirely Fee surface with all surface use agreements in place.
- b. The new segment of gas pipeline would be surface laid within a 30 foot wide pipeline corridor adjacent to the proposed access road. See 12.d below for disturbance estimates.
- c. Construction of the ROW would temporarily utilize the 30 foot disturbed width for the road for a total disturbed width of 60 foot for the road and pipeline corridors. The use of the proposed well site and access roads would facilitate the staging of the pipeline construction.
- d. Pipeline construction methods and practices would be planned and conducted by BBC with the objective of enhancing reclamation and fostering the reestablishment of the native plant community.
- e. All permanent above-ground structures would be painted a flat, non-reflective color, such as Covert Green, to match the standard environmental colors. All facilities would be painted the designated color at the time of installation.

Bill Barrett Corporation Surface Use Plan #10-26-35 BTR Duchesne County, UT

Facilities required to comply with the Occupational Safety and Health Act (OSHA) may be excluded.

- f. Site security guidelines identified in 43 CFR 3162.7-5 and Onshore Oil and Gas Order No. 3 would be adhered to. Any modifications to proposed facilities would be reflected in the site security diagram submitted.
- g. The site would require periodic maintenance to ensure that drainages are kept open and free of debris, and that surfaces are properly treated to reduce erosion, fugitive dust, and impacts to adjacent areas.

5. <u>Location and Type of Water Supply:</u>

a. Water for the drilling and completion would be trucked from any of the following locations:

Water Right No. and Application or Change No.	Applicant	Allocation	Date	Point of Diversion	Source
43-180	Duchesne City Water Service District	5 cfs	8/13/2004	Knight Diversion Dam	Duchesne River
43-1202, Change a13837	Myton City	5.49 cfr and 3967 acre feet	3/21/1986	Knight Diversion Dam	Duchesne River
43-10444, Appln A57477	Duchesne County Upper Country Water	2 cfs	1994	Ditch at Source	Cow Canyon Spring
43-10446, Appln F57432	Duchesne County Upper Country Water	1.58 cfs	1994	Ditch at Source	Cow Canyon Spring
43-1273, Appln A17462	J.J.N.P. Company	7 cfs	1946	Strawberry River	Strawberry River
43-1273, Appln t36590	J.J.N.P. Company	4 cfs	6/03/2010	Strawberry River	Strawberry River
43-2505, Appln t37379	McKinnon Ranch Properties, LC	1.3 cfs	4/28/2011	Pumped from Sec, 17, T4SR6W	Water Canyon Lake
43-12415, Change A17215a	Peatross Ranch, LLC	1.89 cfs	09/2011	Dugout Pond	Strawberry River

- b. No new water well is proposed with this application.
- c. Should additional water sources be pursued they would be properly permitted through the State of Utah Division of Water Rights.

Bill Barrett Corporation Surface Use Plan #10-26-35 BTR Duchesne County, UT

d. Water use would vary in accordance with the formations to be drilled but would be up to approximately 5.41 acre feet for drilling and completion operations.

6. Source of Construction Material:

- a. The use of materials would conform to 43 CFR 3610.2-3.
- b. No construction materials would be removed from the lease or EDA area.
- c. If any additional gravel is required, it would be obtained from a local supplier having a permitted source of materials within the general area.

7. <u>Methods of Handling Waste Disposal:</u>

- a. All wastes associated with this application would be contained and disposed of utilizing approved facilities.
- b. The reserve pit would be constructed so as not to leak, break or allow any discharge.
- c. The reserve would be lined with 16 mil (minimum) thickness polyethylene nylon reinforced liner material. The liner(s) would overlay straw, dirt and/or bentonite if rock is encountered during excavation. The liner would overlap the pit walls and be covered with dirt and/or rocks to hold them in place. No trash, scrap pipe, or other materials that could puncture the liner would be discarded in the pit. A minimum of two feet of free board would be maintained between the maximum fluid level and the top of the reserve pit at all times.
- d. To deter livestock from entering the pit, the three sides exterior to the location would be fenced before drilling starts. Following the conclusion of drilling and completion activities, the fourth side would also be fenced.
- e. Drill cuttings would be contained in the pit and buried on-site for a period not to exceed six months, weather permitting
- f. Produced fluids from the well other than water would be decanted into steel test tank(s) until such time as construction of production facilities is completed. Any oil that may be accumulated would be transferred to a permanent production tank. Produced water may be used in further drilling and completion activities, evaporated in the pit, or would be hauled to one of the state-approved disposal facilities below:

Disposal Facilities

- 1. RNI Industries, Inc. Pleasant Valley Disposal Pits, Sec. 25, 26, 35 & 36, T4S-R3W
- 2. Pro Water LLC Blue Bench 13-1 Disposal Well (43-013-30971) NENE, Sec. 13, T3S-R5W

Bill Barrett Corporation Surface Use Plan #10-26-35 BTR Duchesne County, UT

Disposal Facilities

- 3. RN Industries, Inc. Bluebell Disposal Ponds, Sec. 2, 4 & 9, T2S-R2W
- 4. Water Disposal, Inc. Harmston 1-32-A1 Disposal Well (43-013-30224), UTR #00707, Sec. 32, T1S-R1W
- 5. Unified Water Pits Sec. 31, T2S-R4W
- 6. Iowa Tank Line Pits 8500 BLM Fence Road, Pleasant Valley
- g. Any salts and/or chemicals, which are an integral part of the drilling system, would be disposed of in the same manner as the drilling fluid.
- h. Any spills of oil, condensate, produced or frac water, drilling fluids, or other potentially deleterious substances would be recovered and either returned to its origin or disposed of at an approved disposal site, most likely in Duchesne, Utah.
- i. Chemicals on the EPA's Consolidated List of Chemicals subject to reporting under Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) may be used or stored in quantities over reportable quantities. In the course of drilling, BBC could potentially store and use diesel fuel, sand (silica), hydrochloric acid, and CO₂ gas, all described as hazardous substances in 40 CFR Part 302, Section 302.4, in quantities exceeding 10,000 pounds. In addition, natural gas condensate and crude oil and methanol may be stored or used in reportable quantities. Small quantities of retail products (paint/spray paints, solvents {e.g., WD-40}, and lubrication oil) containing non-reportable volumes of hazardous substances may be stored and used on site at any time. No extremely hazardous substances, as defined in 40 CFR 355, would be used, produced, stored, transported or disposed of in association with the drilling, testing or completion of the wells.
- j. Portable toilets and trash containers would be located onsite during drilling and completion operations. A commercial supplier would install and maintain portable toilets and equipment and would be responsible for removing sanitary waste. Sanitary waste facilities (i.e. toilet holding tanks) would be regularly pumped and their contents disposed of at approved sewage disposal facilities in Duchesne, and/or Uintah Counties, in accordance with applicable rules and regulations regarding sewage treatment and disposal. Accumulated trash and nonflammable waste materials would be hauled to an approved landfill once a week or as often as necessary. All debris and waste materials not contained in the trash containers would be cleaned up, removed from the construction ROW, well pad, or worker housing location, and disposed of at an approved landfill. Trash would be cleaned up everyday.
- k. Sanitary waste equipment and trash bins would be removed from the Project Area upon completion of access road or pipeline construction; following drilling and completion operations at an individual well pad; when worker housing is no longer needed; or as required.

Bill Barrett Corporation Surface Use Plan #10-26-35 BTR Duchesne County, UT

- 1. A flare pit may be constructed a minimum of 110' from the wellhead(s) and may be used during completion work. In the event a flare pit proves to be unworkable, a temporary flare stack or open top tank would be installed. BBC would flow back as much fluid and gas as possible into pressurized vessels, separating the fluids from the gas. In some instances, due to the completion fluids utilized within the Project Area, it is not feasible to direct the flow stream from the wellbore through pressurized vessels. In such instances BBC proposes to direct the flow to the open top tanks until flow through the pressurized vessels is feasible. At which point the fluid would either be returned to the reserve pit or placed into a tank(s). The gas would be directed to the flare pit, flare stack (each with a constant source of ignition), or may be directed into the sales pipeline.
- m. Hydrocarbons would be removed from the reserve pit would as soon as practical. In the event immediate removal is not practical, the reserve pit would be flagged overhead or covered with wire or plastic mesh to protect migrating birds.

8. <u>Ancillary Facilities:</u>

- a. Garbage containers and portable toilets would be located on the well pad.
- b. On well pads where active drilling and completion is occurring, temporary housing would be provided on location for the well pad supervisor, geologist, tool pusher, and others that are required to be on location at all times. The well pad could include up to five single wide mobile homes or fifth wheel campers/trailers.
- c. A surface powerline corridor 1962 feet in length is proposed for installation by third-party installer within a 150 foot wide powerline corridor adjacent to the proposed access road. See 12.d below for disturbance estimates.

9. Well Site Layout:

- a. The well would be properly identified in accordance with 43 CFR 3162.6.
- b. The pad layout, cross section diagrams and rig layout are enclosed (see Figures 1 and 2).
- c. The pad and road designs are consistent with industry specifications.
- d. The pad has been staked at its maximum size of 400 feet x 300 feet with an inboard reserve pit size of 205 feet x 100 feet x 8 feet deep. See section 12.d below for disturbance estimates.
- e. Within the approved well pad location, a crawler tractor would strip whatever topsoil is present and stockpile it along the edge of the well pad for use during reclamation. Vegetation would be distributed along the sides of the well pad.

Bill Barrett Corporation Surface Use Plan #10-26-35 BTR Duchesne County, UT

- f. Fill from pit excavation would be stockpiled along the edge of the pit and the adjacent edge of the well pad.
- g. Use of erosion control measures, including proper grading to minimize slopes, diversion terraces and ditches, mulching, terracing, riprap, fiber matting, temporary sediment traps, and broad-based drainage dips or low water crossings would be employed by BBC as necessary and appropriate to minimize erosion and surface runoff during well pad construction and operation. Cut and fill slopes would be constructed such that stability would be maintained for the life of the activity.
- h. All cut and fill slopes would be such that stability can be maintained for the life of the activity.
- i. Diversion ditches would be constructed, if necessary, around the well site to prevent surface waters from entering the well site area.
- j. Water application may be implemented if necessary to minimize the amount of fugitive dust.
- k. All surface disturbing activities would be supervised by a qualified, responsible company representative who is aware of the terms and conditions of the APD and specifications in the approved plans.

10. Plan for Restoration of the Surface:

- a. A site specific reclamation plan would be submitted, if requested, within 90 days of location construction to the surface owner.
- b. Site reclamation would be accomplished for portions of the well pad not required for the continued operation of the well on this pad within six months of completion, weather permitting.
- c. The operator would control noxious weeds along access road use authorizations and well site by spraying or mechanical removal, according to the Utah Noxious Weed Act and as set forth in the approved surface damage agreements.
- d. Rat and mouse holes would be filled and compacted from bottom to top immediately upon release of the drilling rig from location. Upon well completion, any hydrocarbons in the pit shall be removed in accordance with 43 CFR 3162.7-1. The reserve pit would be allowed to dry prior to the commencement of backfilling work. No attempts would be made to backfill the reserve pit until it is free of standing water. Once dry, the liner would be torn and perforated before backfilling.
- e. The reserve pit and that portion of the location not needed for production facilities/operations would be recontoured to the approximate natural contours. Areas not used for production purposes would be backfilled and blended into the

Bill Barrett Corporation Surface Use Plan #10-26-35 BTR Duchesne County, UT

surrounding terrain, reseeded and erosion control measures installed. Mulching, erosion control measures and fertilization may be required to achieve acceptable stabilization. Back slopes and fore slopes would be reduced as practical and scarified with the contour. The reserved topsoil would be evenly distributed over the slopes and scarified along the contour. Slopes would be seeded with the specified seed mix.

f. Topsoil salvaged from the drill site and stored for more than one year would be placed at the location indicated on the well site layout drawing and graded to a depth optimum to maintain topsoil viability, as prescribed by the surface owner or if not prescribed, a seed mixture typically required by the Ute Tribe, and covered with mulch for protection from wind and water erosion and to discourage the invasion of weeds.

11. <u>Surface and Mineral Ownership:</u>

- a. Surface ownership Wellpad and Access Road: Art L. Taylor PO Box 444;
 Duchesne, UT 84021; 435-738-5640 (portion of pipeline and powerline)
 Pipeline: Trent A. Potter, Aronco Inc., Darren K. Hansen, Larry Rasmussen,
 JJNP Company, and Ernest J. Carda
- b. Mineral ownership Ute Indian Tribe 988 South 7500 East; Ft. Duchesne, Utah 84026; 435-725-4982.

12. <u>Other Information:</u>

- a. Montgomery Archeological Consultants will conduct the archeological survey as soon as weather conditions allow.
- b. BBC would require that their personnel, contractors, and subcontractors to comply with Federal regulations intended to protect archeological and cultural resources.
- c. Project personnel and contractors would be educated on and subject to the following requirements:
 - No dogs or firearms within the Project Area.
 - No littering within the Project Area.
 - Smoking within the Project Area would only be allowed in off-operator active locations or in specifically designated smoking areas. All cigarette butts would be placed in appropriate containers and not thrown on the ground or out windows of vehicles; personnel and contractors would abide by all fire restriction orders.
 - Campfires or uncontained fires of any kind would be prohibited.
 - Portable generators used in the Project Area would have spark arrestors.

Bill Barrett Corporation Surface Use Plan #10-26-35 BTR Duchesne County, UT

d. Disturbance estimates:

Approximate Acreage Disturbances

Well Pad			3.616	acres
Access	2,560	feet	1.763	acres
Pipeline	12,155	feet	8.371	acres
Powerline	1,962	feet	6.785	acres

Total 20.535 acres

OPERATOR CERTIFICATION

Certification:

I hereby certify that I, or someone under my direction supervision, have inspected the drill site and access route proposed herein; that I am familiar with the conditions which currently exist; that I have full knowledge of state and Federal laws applicable to this operation; that the statements made in this APD package are, to the best of my knowledge, true and correct; and that the work associated with the operations proposed herein would be performed in conformity with this APD package and the terms and conditions under which it is approved. I also certify that I, or the company I represent, am responsible for the operations conducted under this application and that bond coverage is provided under Bill Barrett Corporations federal nationwide bond. These statements are subject to the provisions of 18 U.S.C. 1001 for the filings of false statements.

Executed this

2nd day of February 2012

Name:

Venessa Langmacher Senior Permit Analyst

Position Title:

Address:

1099 18th Street, Suite 2300, Denver, CO 80202

Telephone:

303-312-8172

E-mail:

vlangmacher@billbarrettcorp.com

Field Representative

Kary Eldredge / Bill Barrett Corporation

Address:

1820 W. Highway 40, Roosevelt, UT 84066

Telephone:

435-725-3515 (office); 435-724-6789 (mobile)

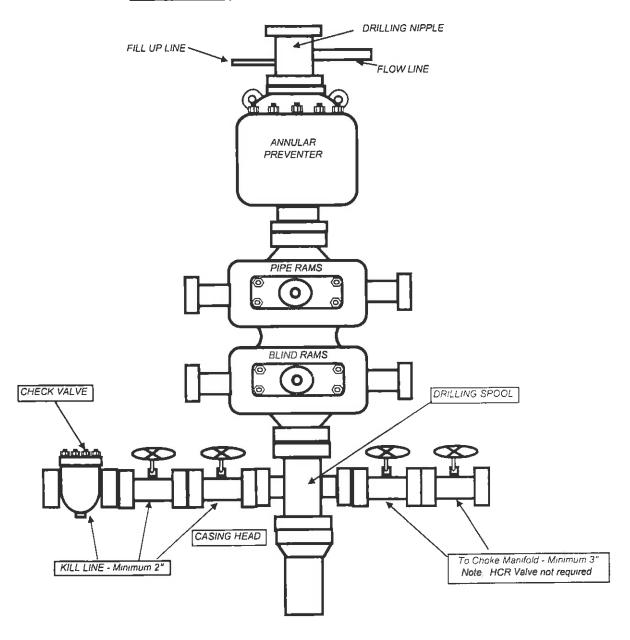
E-mail:

keldredge@billbarrettcorp.com

Venessa Langmacher, Senior Permit Analyst

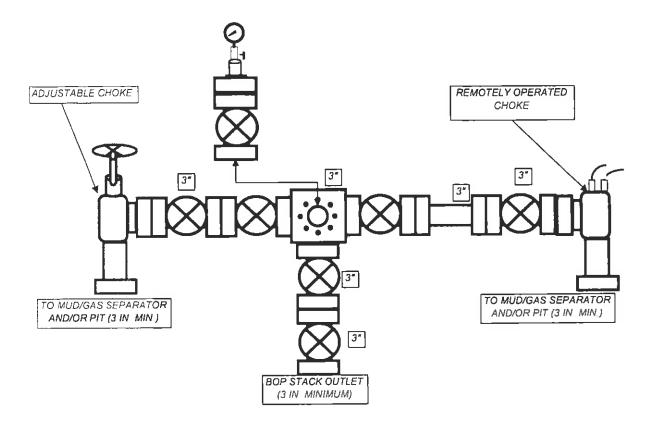
BILL BARRETT CORPORATION

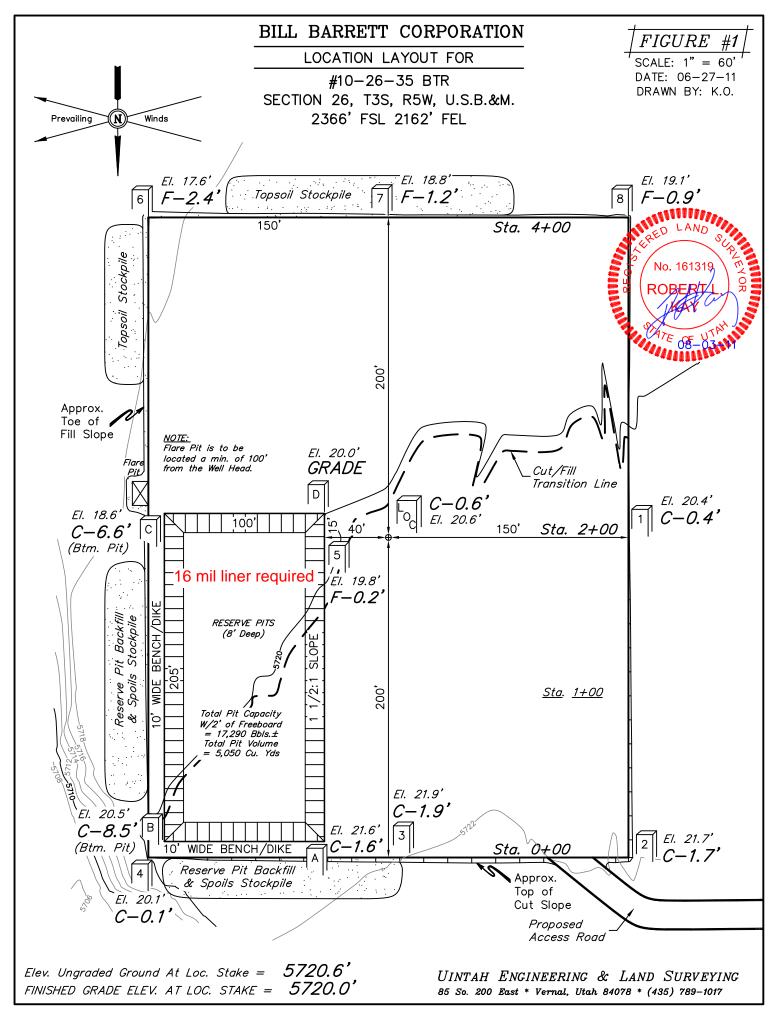
TYPICAL 5,000 p.s.i. BLOWOUT PREVENTER

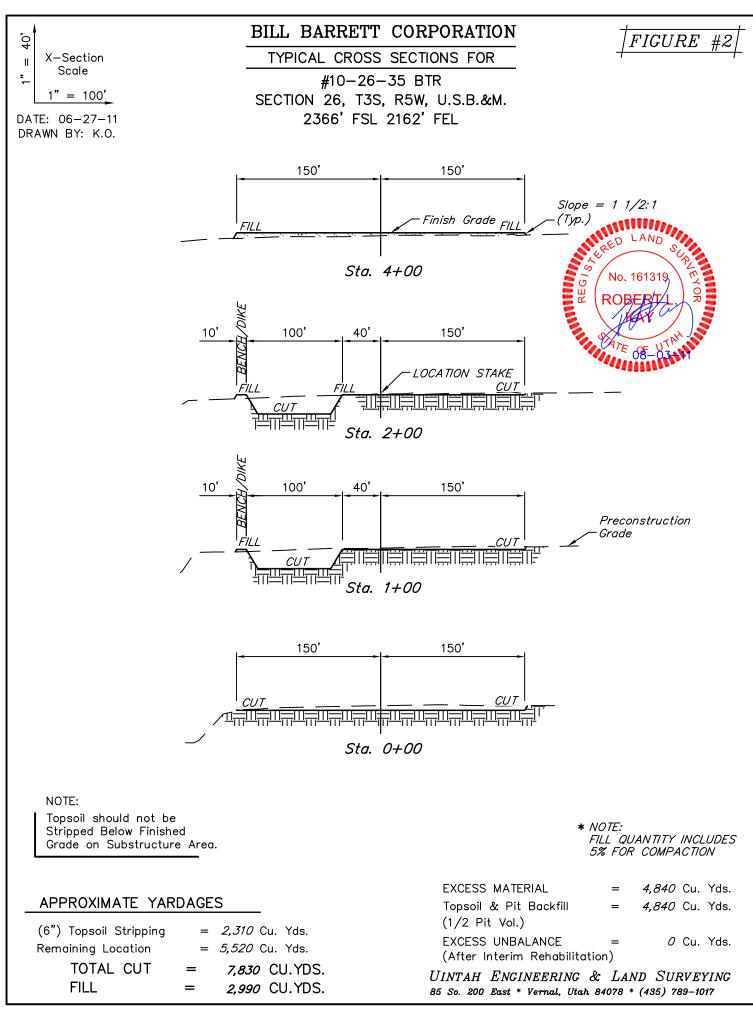


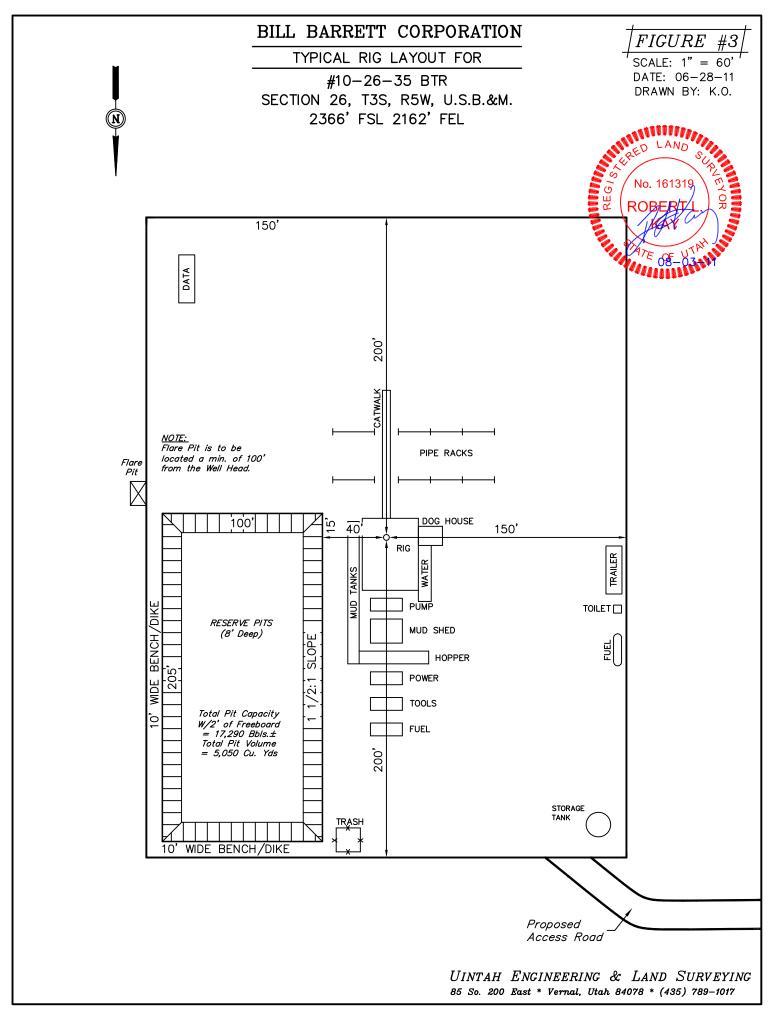
BILL BARRETT CORPORATION

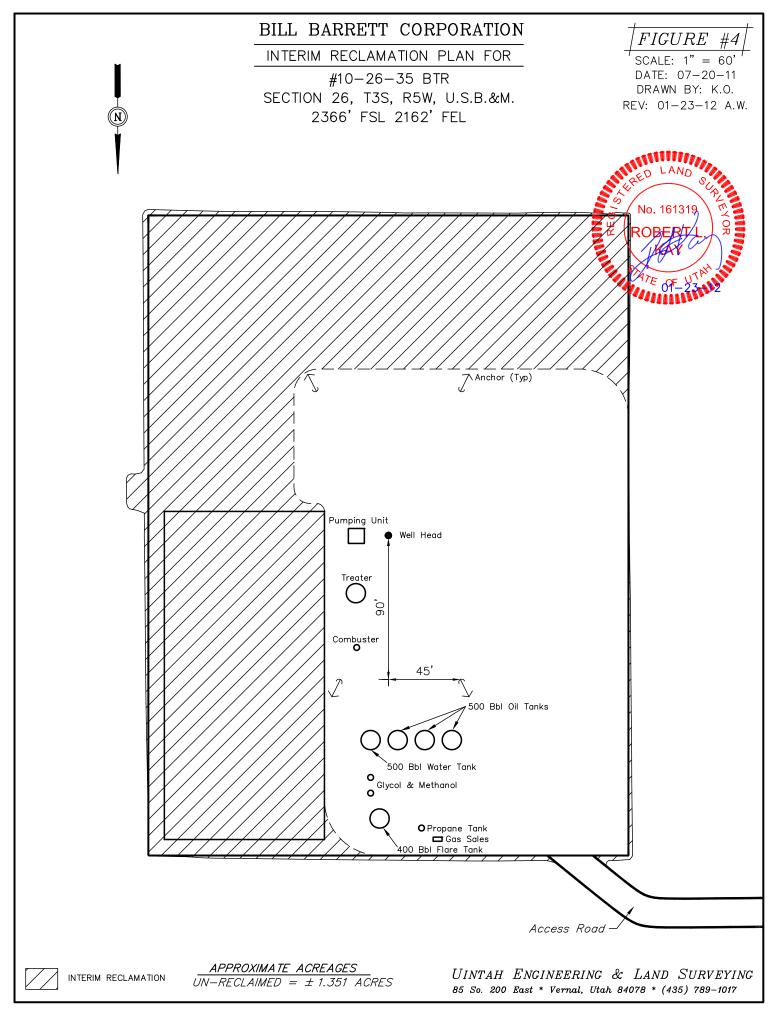
TYPICAL 5,000 p.s.i. CHOKE MANIFOLD

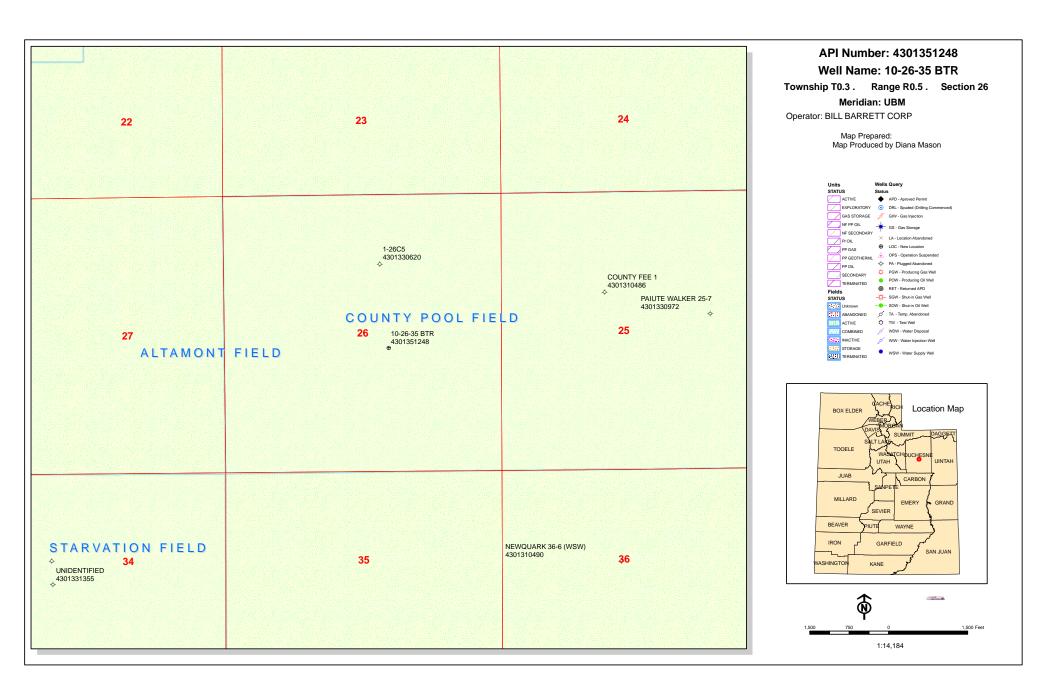












ON-SITE PREDRILL EVALUATION

Utah Division of Oil, Gas and Mining

Operator BILL BARRETT CORP

Well Name 10-26-35 BTR

API Number 43013512480000 APD No 5348 Field/Unit ALTAMONT

Location: 1/4,1/4 NWSE Sec 26 Tw 3.0S Rng 5.0W 2366 FSL 2162 FEL

GPS Coord (UTM) 549781 4448850 Surface Owner Art L. Taylor

Participants

James Hereford (BLM), Keith Hooper (CUWCD), Brandon Bowthorpe (UELS), Joe Vin (EIS), Amy Achman (Montgomery Arch), Kary Eldredge and Zack Gardner (BBC), Curtis Turner and Jake Woodland (Turner land services)

Regional/Local Setting & Topography

This location is approximately 2 miles north of Duchesne UT on the east edge of a large flat bench. Near the east of the proposed location the ground drops steeply down to the Duchesne River approximately 3/4 mile away. The top of this bench is currently in agricultural use, but the location sits between the slope edge and the cultivated land.

Surface Use Plan

Current Surface Use

Agricultural Wildlfe Habitat

New Road Miles Well Pad Src Const Material Surface Formation

0.5 Width 300 Length 400 Onsite UNTA

Ancillary Facilities N

Waste Management Plan Adequate? Y

Environmental Parameters

Affected Floodplains and/or Wetlands N

Flora / Fauna

Deer, elk, coyote, rabbits and other small mammals, song birds, raptors

Rabbit brush, sage, grasses

Soil Type and Characteristics

Sandy clay loam, fairly deep

Erosion Issues N

Sedimentation Issues N

Site Stability Issues N

Drainage Diverson Required? N

3/15/2012 Page 1

Berm Required? N

Erosion Sedimentation Control Required? N

Paleo Survey Run? N Paleo Potental Observed? N Cultural Survey Run? Y Cultural Resources? N

Reserve Pit

Site-Specific Factors	Site Ranking		
Distance to Groundwater (feet)	100 to 200	5	
Distance to Surface Water (feet)	> 1000	0	
Dist. Nearest Municipal Well (ft)	>5280	0	
Distance to Other Wells (feet)	>1320	0	
Native Soil Type	Mod permeability	10	
Fluid Type	TDS>5000 and	10	
Drill Cuttings	Normal Rock	0	
Annual Precipitation (inches)	10 to 20	5	
Affected Populations			
Presence Nearby Utility Conduits	Not Present	0	
	Final Score	30	1 Sensitivity Level

Characteristics / Requirements

The reserve pit will be placed in cut in a stable location. The pit will be 100ft x 205ft x 8ft deep with a total capacity including freeboard of 17,290bbl. Kary Eldredge of BBC said they will use a 16 mil liner with a felt sub-liner and this will be adequate for the site.

Closed Loop Mud Required? N Liner Required? Y Liner Thickness 16 Pit Underlayment Required? Y

Other Observations / Comments

Evaluator	Date / Time
Richard Powell	1/17/2012

3/15/2012 Page 2

Application for Permit to Drill Statement of Basis

3/15/2012 Utah Division of Oil, Gas and Mining

Page 1

APD No	API WellNo	Status	Well Type	2	Surf Owner	CBM
5348	43013512480000	LOCKED	ow		P	No
Operator	BILL BARRETT CORP		Surface O	wner-APD	Art L. Taylor	
Well Name	10-26-35 BTR		Unit			
Field	ALTAMONT		Type of W	Vork	DRILL	
Location	NWSE 26 3S 5W U	2366 FSL	2162 FEL	GPS Coord		
Location	(UTM) 549724E 44490)47N				

Geologic Statement of Basis

The mineral rights for the proposed well are owned by the Ute Tribe. The BLM will be the agency responsible for evaluating and approving the drilling, casing and cement programs.

Brad Hill 3/12/2012
APD Evaluator Date / Time

Surface Statement of Basis

This onsite evaluation was arranged by James Hereford of the BLM in cooperation with Bill Barrett Corp and was scheduled prior to the APD being submitted to UDOGM. A surface use agreement is in place and surface owner Trent Potter was present. Mr. Potter requested that cattle gaurds be installed at fence crossings, and that pipelines be buried and reclaimed so that there are no rocks below plowline. Aside from these requests Mr. Potter expressed satisfaction with the placement of the well location. Kary Eldredge of Bill Barrett stated that a 16 mil liner and felt subliner would be used. This appears to be a good site for this location.

Richard Powell 1/17/2012
Onsite Evaluator Date / Time

Conditions of Approval / Application for Permit to Drill

Category Condition

Pits A synthetic liner with a minimum thickness of 16 mils with a felt subliner shall be properly installed

and maintained in the reserve pit.

Surface The reserve pit shall be fenced upon completion of drilling operations.

RECEIVED: March 15, 2012

WORKSHEET APPLICATION FOR PERMIT TO DRILL

APD RECEIVED: 2/22/2012 **API NO. ASSIGNED:** 43013512480000

WELL NAME: 10-26-35 BTR

OPERATOR: BILL BARRETT CORP (N2165) **PHONE NUMBER:** 303 312-8172

CONTACT: Venessa Langmacher

PROPOSED LOCATION: NWSE 26 030S 050W Permit Tech Review:

SURFACE: 2366 FSL 2162 FEL Engineering Review:

BOTTOM: 2366 FSL 2162 FEL Geology Review:

✓

COUNTY: DUCHESNE

LATITUDE: 40.19034 LONGITUDE: -110.41586 UTM SURF EASTINGS: 549724.00 NORTHINGS: 4449047.00

FIELD NAME: ALTAMONT LEASE TYPE: 2 - Indian

LEASE NUMBER: 20G0005608 PROPOSED PRODUCING FORMATION(S): GREEN RIVER-WASATCH

SURFACE OWNER: 4 - Fee COALBED METHANE: NO

RECEIVED AND/OR REVIEWED: LOCATION AND SITING:

▶ PLAT R649-2-3.

▶ Bond: INDIAN - LPM8874725 **Unit**:

Potash R649-3-2. General

Oil Shale 190-5

Oil Shale 190-3 R649-3-3. Exception

Oil Shale 190-13 Prilling Unit

Water Permit: 43-180 Board Cause No: Cause 139-85

RDCC Review: Effective Date: 3/11/2010

Fee Surface Agreement
Siting: 4 Prod LGRRV-WSTC Per Sectional Drilling Units

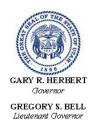
Intent to Commingle R649-3-11. Directional Drill

Commingling Approved

Comments: Presite Completed

Stipulations: 4 - Federal Approval - dmason

5 - Statement of Basis - bhill



State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

Permit To Drill

Well Name: 10-26-35 BTR
API Well Number: 43013512480000
Lease Number: 20G0005608

Surface Owner: FEE (PRIVATE)
Approval Date: 3/15/2012

Issued to:

BILL BARRETT CORP, 1099 18th Street Ste 2300, Denver, CO 80202

Authority:

Pursuant to Utah Code Ann. 40-6-1 et seq., and Utah Administrative Code R649-3-1 et seq., the Utah Division of Oil, Gas and Mining issues conditions of approval, and permit to drill the listed well. This permit is issued in accordance with the requirements of Cause 139-85. The expected producing formation or pool is the GREEN RIVER-WASATCH Formation(s), completion into any other zones will require filing a Sundry Notice (Form 9). Completion and commingling of more than one pool will require approval in accordance with R649-3-22.

Duration:

This approval shall expire one year from the above date unless substantial and continuous operation is underway, or a request for extension is made prior to the expiration date

General:

Compliance with the requirements of Utah Admin. R. 649-1 et seq., the Oil and Gas Conservation General Rules, and the applicable terms and provisions of the approved Application for permit to drill.

Conditions of Approval:

State approval of this well does not supercede the required federal approval, which must be obtained prior to drilling.

Compliance with the Conditions of Approval/Application for Permit to Drill outlined in the Statement of Basis (copy attached).

Notification Requirements:

The operator is required to notify the Division of Oil, Gas and Mining of the following actions during drilling of this well:

• Within 24 hours following the spudding of the well - contact Carol Daniels at 801-538-5284

(please leave a voicemail message if not available)

 $\cap R$

submit an electronic sundry notice (pre-registration required) via the Utah Oil & Gas website

Reporting Requirements:

All reports, forms and submittals as required by the Utah Oil and Gas Conservation General Rules will be promptly filed with the Division of Oil, Gas and Mining, including but not limited to:

- Entity Action Form (Form 6) due within 5 days of spudding the well
- Monthly Status Report (Form 9) due by 5th day of the following calendar month
 - Requests to Change Plans (Form 9) due prior to implementation
 - Written Notice of Emergency Changes (Form 9) due within 5 days
- Notice of Operations Suspension or Resumption (Form 9) due prior to implementation
 - Report of Water Encountered (Form 7) due within 30 days after completion
- Well Completion Report (Form 8) due within 30 days after completion or plugging

Approved By:

For John Rogers Associate Director, Oil & Gas HECEIVED

DEPARTMENT OF THE INTERIOR FEB 2 4 2012

UNITED STATES

BUREAU OF LAND MANAGEMENT

APPLICATION FOR PERMIT TO DRILL OR REPORT

FORM APPROVED OMB No. 1004-0136 Expires July 31, 2010

Lease Serial No 2OG0005608

6. If Indian, Allottee or Tribe Name

Ta. Type of Work: ☑ DRILL ☐ REENTER			7. If Unit or CA Agreement	, Name and No.
1b. Type of Well: ☑ Oil Well ☐ Gas Well ☐ Oth	ner 🗖 Sing	gle Zone 🔀 Multiple Zone	8. Lease Name and Well No 10-26-35 BTR).
2. Name of Operator Contact: BILL BARRETT CORPORATION E-Mail: vlangma	VENESSA LANGM cher@billbarrettcorp.com		9. API Well No. 43.013.542.	 48
3a. Address 1099 18TH STREET SUITE 2300 DENVER, CO 80202	3b. Phone No. (inclu Ph: 303-312-817 Fx: 303-291-0420	2	10. Field and Pool, or Explo COUNTY POOL FIE	ratory
4. Location of Well (Report location clearly and in accorded	ance with any State requ	uirements.*)	11. Sec., T., R., M., or Blk.	and Survey or Area
At surface NWSE 2366FSL 2162FEL	40.190386 N Lat, 1	10.415936 W Lon	Sec 26 T3S R5W Me	er UBM
At proposed prod. zone NWSE 2366FSL 2162FEL	40.190386 N Lat, 1	10.415936 W Lon		
 Distance in miles and direction from nearest town or post MILES NORTHWEST OF DUCHESNE, UT 	office*		12. County or Parish DUCHESNE	13. State UT
15. Distance from proposed location to nearest property or	16. No. of Acres in L	ease	17. Spacing Unit dedicated	to this well
lease line, ft. (Also to nearest drig. unit line, if any) 277'	66101.00		640.00	
18. Distance from proposed location to nearest well, drilling,	19. Proposed Depth		20. BLM/BIA Bond No. on	file
completed, applied for, on this lease, ft. 1959'	10360 MD 10360 TVD		LPM8874725	
21. Elevations (Show whether DF, KB, RT, GL, etc. 5721 GL	22. Approximate date 01/01/2013	e work will start	23. Estimated duration 60 DAYS (D&C)	
	24. Atta	achments		
The following, completed in accordance with the requirements of	of Onshore Oil and Gas	Order No. I, shall be attached to	this form:	
 Well plat certified by a registered surveyor. A Drilling Plan. A Surface Use Plan (if the location is on National Forest Syst SUPO shall be filed with the appropriate Forest Service Of 	em Lands, the fice).	Item 20 above). 5. Operator certification	ons unless covered by an existing or an analysis or mation and/or plans as may	
25. Signature (Electronic Submission)	Name (Printed/Typed) VENESSA LAN) IGMACHER Ph: 303-312	-8172	Date 02/22/2012
Title SENIOR PERMIT ANALYST				
Approved by (Signature)	Name (Printed/Typed)	Jerry Kenczka)	SEP 1 9 20
Title /	Office			
Application approval does not warrant or certify the applicant ho operations thereon. Conditions of approval, if any, are attached.				
Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, I States any false, fictitious or fraudulent statements or representate	make it a crime for any ions as to any matter w	person knowingly and willfully thin its jurisdiction.	to make to any department or a	gency of the United

Additional Operator Remarks (see next page)

Electronic Submission #131349 verified by the BLM Well Information System For BILL BARRETT CORPORATION, sent to the Vernal Committed to AFMSS for processing by LESLIE ROBINSON on 02/27/2012 ()

RECEIVED

CCT 0 9 2012

NOTICE OF APPROVAL CONDITIONS OF APPROVAL ATTACHED

DIV. OF OIL, GAS & MINING

** OPERATOR-SUBMITTED ** OPERATOR-SUBMITTED ** OPERATOR-SUBMITTED **



UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT VERNAL FIELD OFFICE

VERNAL, UT 84078

(435) 781-4400



CONDITIONS OF APPROVAL FOR APPLICATION FOR PERMIT TO DRILL

Company: Well No:

API No:

Bill Barrett Corporation

10-26-35 BTR 43-013-51248 Location: Lease No: NWSE, Sec.26,T3S R5W

2OG0005608

Agreement:

N/A

OFFICE NUMBER:

(435) 781-4400

OFFICE FAX NUMBER:

(435) 781-3420

A COPY OF THESE CONDITIONS SHALL BE FURNISHED TO YOUR FIELD REPRESENTATIVE TO INSURE COMPLIANCE

All lease and/or unit operations are to be conducted in such a manner that full compliance is made with the applicable laws, regulations (43 CFR Part 3160), and this approved Application for Permit to Drill including Surface and Downhole Conditions of Approval. The operator is considered fully responsible for the actions of his subcontractors. A copy of the approved APD must be on location during construction, drilling, and completion operations. This permit is approved for a two (2) year period, or until lease expiration, whichever occurs first. An additional extension, up to two (2) years, may be applied for by sundry notice prior to expiration.

NOTIFICATION REQUIREMENTS

Construction Activity (Notify Ute Tribe Energy & Minerals Dept. and BLM Environmental Scientist)	-	The Ute Tribe Energy & Minerals Dept. and BLM Environmental Scientist shall be notified at least 48 hours in advance of any construction activity. The Ute Tribal office is open Monday through Thursday.
Construction Completion (Notify Ute Tribe Energy & Minerals Dept. and BLM Environmental Scientist)	-	Upon completion of the pertinent APD/ROW construction, notify the Ute Tribe Energy & Minerals Dept. for a Tribal Technician to verify the Affidavit of Completion. Notify the BLM Environmental Scientist prior to moving on the drilling rig.
Spud Notice (Notify BLM Petroleum Engineer)	-	Twenty-Four (24) hours prior to spudding the well.
Casing String & Cementing (Notify BLM Supv. Petroleum Tech.)	_	Twenty-Four (24) hours prior to running casing and cementing all casing strings to: blm.ut_vn_opreport@blm.gov
BOP & Related Equipment Tests (Notify BLM Supv. Petroleum Tech.)	-	Twenty-Four (24) hours prior to initiating pressure tests.
First Production Notice (Notify BLM Petroleum Engineer)	-	Within Five (5) business days after new well begins or production resumes after well has been off production for more than ninety (90) days.

Page 2 of 7 Well: 10-26-35 BTR

9/18/2012

SURFACE USE PROGRAM CONDITIONS OF APPROVAL (COAs)

- Any deviation of submitted APD's, which includes BBCs surface use plan, and ROW
 applications the operator will notify the BLM in writing and will receive written authorization of
 any such change with appropriate authorization.
- The operator will implement "Safety and Emergency Plan." The operator's safety director will ensure its compliance.
- All operator employees and/or authorized personnel (sub-contractors) in the field will have approved applicable APD's, COAs, and ROW permits/authorizations on their person(s) during all phases of construction.
- All vehicular traffic, personnel movement, construction/restoration operations will be confined to the area examined and approved, and to the existing roadways and/or evaluated access routes.
- Production facilities will be painted Covert Green to blend in with the surrounding habitat.
- Timber that will be removed during the construction of the well pad will be piled and saved for wood gathering and for use in reclamation.
- The permanent lighting on the production facilities will be shielded to decrease the amount of light pollution coming from the location. Also, the position of the loading area lights will be faced a certain way to minimize lights impacting the nearby house to the southwest.
- Access roads will be constructed as close to the fence line as possible and minimize curve radii to the best extent possible.
- Production equipment will be placed towards the front of the pad to maximize interim reclamation efforts.
- Site reclamation will be accomplished for portions of the well pad not needed for production, within 6 months of completion, weather permitting. This also includes any roads, and pipeline areas that have been disturbed as well. Roads and pipeline disturbances can undergo reclamation immediately after the pipeline is installed and after the roads are built. Please contact surface owner or the BLM for possible seed mixes to use in the project area. Nonnatives can be used; however lbs./ac must be kept low to minimize the chance of a monoculture.

Page 3 of 7 Well: 10-26-35 BTR 9/18/2012

DOWNHOLE PROGRAM CONDITIONS OF APPROVAL (COAs)

SITE SPECIFIC DOWNHOLE COAs:

• Production casing cement shall be brought up and into the surface casing. The minimum cement top is 400 ft above the surface casing shoe.

All provisions outlined in Onshore Oil & Gas Order #2 Drilling Operations shall be strictly adhered to. The following items are emphasized:

DRILLING/COMPLETION/PRODUCING OPERATING STANDARDS

- The spud date and time shall be reported orally to Vernal Field Office within 24 hours of spudding.
- Notify Vernal Field Office Supervisory Petroleum Engineering Technician at least 24 hours in advance of casing cementing operations and BOPE & casing pressure tests.
- All requirements listed in Onshore Order #2 III. E. Special Drilling Operations are applicable for air drilling of surface hole.
- Blowout prevention equipment (BOPE) shall remain in use until the well is completed or abandoned. Closing unit controls shall remain unobstructed and readily accessible at all times. Choke manifolds shall be located outside of the rig substructure.
- All BOPE components shall be inspected daily and those inspections shall be recorded in the
 daily drilling report. Components shall be operated and tested as required by Onshore Oil &
 Gas Order No. 2 to insure good mechanical working order. All BOPE pressure tests shall be
 performed by a test pump with a chart recorder and NOT by the rig pumps. Test shall be
 reported in the driller's log.
- BOP drills shall be initially conducted by each drilling crew within 24 hours of drilling out from under the surface casing and weekly thereafter as specified in Onshore Oil & Gas Order No. 2.
- Casing pressure tests are required before drilling out from under all casing strings set and cemented in place.
- No aggressive/fresh hard-banded drill pipe shall be used within casing.
- Cement baskets shall not be run on surface casing.
- The operator must report all shows of water or water-bearing sands to the BLM. If flowing water
 is encountered it must be sampled, analyzed, and a copy of the analyses submitted to the BLM
 Vernal Field Office.
- The operator must report encounters of all non oil & gas mineral resources (such as Gilsonite, tar sands, oil shale, trona, etc.) to the Vernal Field Office, in writing, within 5 working days of each encounter. Each report shall include the well name/number, well location, date and depth (from KB or GL) of encounter, vertical footage of the encounter and, the name of the person

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making the report (along with a telephone number) shall the BLM need to obtain additional information.

- A complete set of angular deviation and directional surveys of a directional well will be submitted to the Vernal BLM office engineer within 30 days of the completion of the well.
- While actively drilling, chronologic drilling progress reports shall be filed directly with the BLM,
 Vernal Field Office on a weekly basis in sundry, letter format or e-mail to the Petroleum Engineers until the well is completed.
- A cement bond log (CBL) will be run from the production casing shoe to the <u>top of cement</u> and shall be utilized to determine the bond quality for the production casing. Submit a field copy of the CBL to this office.
- Please submit an electronic copy of all other logs run on this well in LAS format to BLM_UT_VN_Welllogs@BLM.gov. This submission will supersede the requirement for submittal of paper logs to the BLM.
- There shall be no deviation from the proposed drilling, completion, and/or workover program as approved. Safe drilling and operating practices must be observed. Any changes in operation must have prior approval from the BLM Vernal Field Office.

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9/18/2012

OPERATING REQUIREMENT REMINDERS:

 All wells, whether drilling, producing, suspended, or abandoned, shall be identified in accordance with 43 CFR 3162.6. There shall be a sign or marker with the name of the operator, lease serial number, well number, and surveyed description of the well.

- For information regarding production reporting, contact the Office of Natural Resources Revenue (ONRR) at www.ONRR.gov.
- In accordance with 43 CFR 3162.4-3, this well shall be reported on the "Monthly Report of Operations" (Oil and Gas Operations Report ((OGOR)) starting with the month in which operations commence and continue each month until the well is physically plugged and abandoned. This report shall be filed in duplicate, directly with the Minerals Management Service, P.O. Box 17110, Denver, Colorado 80217-0110, or call 1-800-525-7922 (303) 231-3650 for reporting information.
- Should the well be successfully completed for production, the BLM Vernal Field office must be
 notified when it is placed in a producing status. Such notification will be by written
 communication and must be received in this office by not later than the fifth business day
 following the date on which the well is placed on production. The notification shall provide, as a
 minimum, the following informational items:
 - Operator name, address, and telephone number.
 - Well name and number.
 - o Well location (1/41/4, Sec., Twn, Rng, and P.M.).
 - Date well was placed in a producing status (date of first production for which royalty will be paid).
 - o The nature of the well's production, (i.e., crude oil, or crude oil and casing head gas, or natural gas and entrained liquid hydrocarbons).
 - The Federal or Indian lease prefix and number on which the well is located; otherwise the non-Federal or non-Indian land category, i.e., State or private.
 - Unit agreement and/or participating area name and number, if applicable.
 - o Communitization agreement number, if applicable.
- Any venting or flaring of gas shall be done in accordance with Notice to Lessees (NTL) 4A and needs prior approval from the BLM Vernal Field Office.
- All undesirable events (fires, accidents, blowouts, spills, discharges) as specified in NTL 3A will be reported to the BLM, Vernal Field Office. Major events, as defined in NTL3A, shall be reported verbally within 24 hours, followed by a written report within 15 days. "Other than Major Events" will be reported in writing within 15 days. "Minor Events" will be reported on the Monthly Report of Operations and Production.

Page 6 of 7 Well: 10-26-35 BTR 9/18/2012

• Whether the well is completed as a dry hole or as a producer, "Well Completion and Recompletion Report and Log" (BLM Form 3160-4) shall be submitted not later than 30 days after completion of the well or after completion of operations being performed, in accordance with 43 CFR 3162.4-1. Two copies of all logs run, core descriptions, and all other surveys or data obtained and compiled during the drilling, workover, and/or completion operations, shall be filed on BLM Form 3160-4. Submit with the well completion report a geologic report including, at a minimum, formation tops, and a summary and conclusions. Also include deviation surveys, sample descriptions, strip logs, core data, drill stem test data, and results of production tests if performed. Samples (cuttings, fluid, and/or gas) shall be submitted only when requested by the BLM, Vernal Field Office.

- All off-lease storage, off-lease measurement, or commingling on-lease or off-lease, shall have prior written approval from the BLM Vernal Field Office.
- Oil and gas meters shall be calibrated in place prior to any deliveries. The BLM Vernal Field
 Office Petroleum Engineers will be provided with a date and time for the initial meter calibration
 and all future meter proving schedules. A copy of the meter calibration reports shall be
 submitted to the BLM Vernal Field Office. All measurement facilities will conform to the API
 standards for liquid hydrocarbons and the AGA standards for natural gas measurement. All
 measurement points shall be identified as the point of sale or allocation for royalty purposes.
- A schematic facilities diagram as required by Onshore Oil & Gas Order No. 3 shall be submitted
 to the BLM Vernal Field Office within 30 days of installation or first production, whichever occurs
 first. All site security regulations as specified in Onshore Oil & Gas Order No. 3 shall be
 adhered to. All product lines entering and leaving hydrocarbon storage tanks will be effectively
 sealed in accordance with Onshore Oil & Gas Order No. 3.
- Any additional construction, reconstruction, or alterations of facilities, including roads, gathering lines, batteries, etc., which will result in the disturbance of new ground, shall require the filing of a suitable plan and need prior approval of the BLM Vernal Field Office. Emergency approval may be obtained orally, but such approval does not waive the written report requirement.
- No location shall be constructed or moved, no well shall be plugged, and no drilling or workover
 equipment shall be removed from a well to be placed in a suspended status without prior
 approval of the BLM Vernal Field Office. If operations are to be suspended for more than 30
 days, prior approval of the BLM Vernal Field Office shall be obtained and notification given
 before resumption of operations.
- Pursuant to Onshore Oil & Gas Order No. 7, this is authorization for pit disposal of water produced from this well for a period of 90 days from the date of initial production. A permanent disposal method must be approved by this office and in operation prior to the end of this 90-day period. In order to meet this deadline, an application for the proposed permanent disposal method shall be submitted along with any necessary water analyses, as soon as possible, but no later than 45 days after the date of first production. Any method of disposal which has not been approved prior to the end of the authorized 90-day period will be considered as an Incident of Noncompliance and will be grounds for issuing a shut-in order until an acceptable manner for disposing of said water is provided and approved by this office.
- Unless the plugging is to take place immediately upon receipt of oral approval, the Field Office Petroleum Engineers must be notified at least 24 hours in advance of the plugging of the well, in

Page 7 of 7 Well: 10-26-35 BTR 9/18/2012

order that a representative may witness plugging operations. If a well is suspended or abandoned, all pits must be fenced immediately until they are backfilled. The "Subsequent Report of Abandonment" (Form BLM 3160-5) must be submitted within 30 days after the actual plugging of the well bore, showing location of plugs, amount of cement in each, and amount of casing left in hole, and the current status of the surface restoration.

Sundry Number: 35022 API Well Number: 43013512480000

			FORM 9
	STATE OF UTAH DEPARTMENT OF NATURAL RESOUR	CES	
1	DIVISION OF OIL, GAS, AND MI		5.LEASE DESIGNATION AND SERIAL NUMBER: 20G0005608
SUNDR	RY NOTICES AND REPORTS	ON WELLS	6. IF INDIAN, ALLOTTEE OR TRIBE NAME:
current bottom-hole depth,	oposals to drill new wells, significantly reenter plugged wells, or to drill horizon for such proposals.		7.UNIT or CA AGREEMENT NAME:
1. TYPE OF WELL Oil Well			8. WELL NAME and NUMBER: 10-26-35 BTR
2. NAME OF OPERATOR: BILL BARRETT CORP			9. API NUMBER: 43013512480000
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300	, Denver, CO, 80202	PHONE NUMBER: 303 312-8164 Ext	9. FIELD and POOL or WILDCAT: ALTAMONT
4. LOCATION OF WELL FOOTAGES AT SURFACE: 2366 FSL 2162 FEL			COUNTY: DUCHESNE
	HIP, RANGE, MERIDIAN: 26 Township: 03.0S Range: 05.0W Me	ridian: U	STATE: UTAH
11. CHEC	K APPROPRIATE BOXES TO INDICA	ATE NATURE OF NOTICE, REPO	RT, OR OTHER DATA
TYPE OF SUBMISSION		TYPE OF ACTION	
	ACIDIZE	ALTER CASING	CASING REPAIR
Approximate date work will start:	CHANGE TO PREVIOUS PLANS	CHANGE TUBING	CHANGE WELL NAME
SUNDRY On not use this form for propurrent bottom-hole depth, re FOR PERMIT TO DRILL form for TYPE OF WELL Oil Well NAME OF OPERATOR: BILL BARRETT CORP ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , I LOCATION OF WELL FOOTAGES AT SURFACE: 2366 FSL 2162 FEL QTR/QTR, SECTION, TOWNSHIF Qtr/Qtr: NWSE Section: 26 TYPE OF SUBMISSION ANOTICE OF INTENT Approximate date work will start: 1/1/2014 SUBSEQUENT REPORT Date of Work Completion: DRILLING REPORT Report Date: 2. DESCRIBE PROPOSED OR CO BBC hereby required.	CHANGE WELL STATUS	COMMINGLE PRODUCING FORMATIONS	CONVERT WELL TYPE
SUBSEQUENT REPORT	DEEPEN	FRACTURE TREAT	NEW CONSTRUCTION
Date of Work Completion:	OPERATOR CHANGE	PLUG AND ABANDON	PLUG BACK
	PRODUCTION START OR RESUME	RECLAMATION OF WELL SITE	RECOMPLETE DIFFERENT FORMATION
	REPERFORATE CURRENT FORMATION	SIDETRACK TO REPAIR WELL	TEMPORARY ABANDON
	TUBING REPAIR	☐ VENT OR FLARE ☐	WATER DISPOSAL
	WATER SHUTOFF	SI TA STATUS EXTENSION	✓ APD EXTENSION ———————————————————————————————————
	WILDCAT WELL DETERMINATION	OTHER	OTHER:
I .	COMPLETED OPERATIONS. Clearly show		
BBC hereby re	quests a one year extension	of the subject APD.	Approved by the Utah Division of
			Oil, Gas and Mining
			Date: March 04, 2013
			By:
NAME (PLEASE PRINT) Venessa Langmacher	PHONE NUM I 303 312-8172	BER TITLE Senior Permit Analyst	
SIGNATURE N/A		DATE 2/26/2013	

Sundry Number: 35022 API Well Number: 43013512480000



The Utah Division of Oil, Gas, and Mining

- State of Utah
- Department of Natural Resources

Electronic Permitting System - Sundry Notices

Request for Permit Extension Validation Well Number 43013512480000

API: 43013512480000 Well Name: 10-26-35 BTR

Location: 2366 FSL 2162 FEL QTR NWSE SEC 26 TWNP 030S RNG 050W MER U

Company Permit Issued to: BILL BARRETT CORP

Date Original Permit Issued: 3/15/2012

The undersigned as owner with legal rights to drill on the property as permitted above, hereby verifies that the information as submitted in the previously approved application to drill, remains valid and does not require revision. Following is a checklist of some items related to the application, which should be verified.

The second of the second secon
• If located on private land, has the ownership changed, if so, has the surface agreement been updated? Yes No
 Have any wells been drilled in the vicinity of the proposed well which would affect the spacing or siting requirements for this location? Yes No
 Has there been any unit or other agreements put in place that could affect the permitting or operation of this proposed well? Yes No
• Have there been any changes to the access route including ownership, or rightof- way, which could affect the proposed location? (Yes (No
• Has the approved source of water for drilling changed? Yes No
• Have there been any physical changes to the surface location or access route which will require a change in plans from what was discussed at the onsite evaluation? Yes No
• Is bonding still in place, which covers this proposed well? Yes No
nature: Venessa Langmacher Date: 2/26/2013

Sig

Title: Senior Permit Analyst Representing: BILL BARRETT CORP

Division of Oil, Gas and Mining OPERATOR CHANGE WORKSHEET (for state use only)

ROUTING
CDW

X - Change of Operator (Well Sold)			Operator Name Change/Merger						
The operator of the well(s) listed below has changed, effective:			/e:	8/29/2014					
	FROM: (Old Operator): DEVON ENERGY PRODUCTION COMPANY L.P. N1275 333 WEST SHERIDAN AVENUE			TO: (New Operator): LINN OPERATING INC N4115 1999 BROADWAY STE 3700					
OKLAHOMA CITY OK 73102-5015			DENVER CO		3700				
				303-999-4275					
CA No.				Unit:	N/A				
	SEC	TWN	N RNG	API NO	ENTITY NO	LEASE TYPE	WELL TYPE	WELL STATUS	
See Attached List			<u> </u>		L		<u></u>		
OPERATOR CHANGES DOCUMENT. Enter date after each listed item is completed									
1. (R649-8-10) Sundry or legal documentation wa				-		9/16/2014	•		
2. (R649-8-10) Sundry or legal documentation was received from				=		9/16/2014		10/0/0014	
3. The new company was checked on the Departs4a. Is the new operator registered in the State of U	mmerce	Business Numb	-	9031632-0143		10/8/2014			
5a. (R649-9-2)Waste Management Plan has been re		ed on:		Yes		7031032-0143	•		
5b. Inspections of LA PA state/fee well sites compl5c. Reports current for Production/Disposition & S				N/A 10/8/2014	- -				
6. Federal and Indian Lease Wells: The BL					merger, na	me change,			
or operator change for all wells listed on Federa	al or	Indian	leases o	on:	BLM	NOT YET	BIA	NOT YET	
7. Federal and Indian Units:	_								
The BLM or BIA has approved the successor		-				<u>N/A</u>	-		
8. Federal and Indian Communization Ag			•	•					
The BLM or BIA has approved the operator of					6 T	N/A			
9. Underground Injection Control ("UIC"				_			-		
Inject, for the enhanced/secondary recovery un DATA ENTRY:	ıı/pro	ојест то	or the w	ater disposai wei	ii(s) iistea o	n:	9/24/2014		
1. Changes entered in the Oil and Gas Database				10/8/2014	_				
 Changes have been entered on the Monthly Or Bond information entered in RBDMS on: 	erat	or Cha	ange Sp			10/8/2014	•		
3. Bond information entered in RBDMS on:4. Fee/State wells attached to bond in RBDMS on				10/8/2014 10/8/2014	•				
5. Injection Projects to new operator in RBDMS of				N/A	•				
6. Receipt of Acceptance of Drilling Procedures for	or Al	PD/Nev	w on:		-	10/8/2014	_		
7. Surface Agreement Sundry from NEW operator	on F	ee Sur	face we	lls received on:		9/16/2014	•		
BOND VERIFICATION:									
 Federal well(s) covered by Bond Number: Indian well(s) covered by Bond Number: 				NMB000501	•				
Indian well(s) covered by Bond Number:3a. (R649-3-1) The NEW operator of any state/fe	e wel	ll(s) lis	ted cov	NMB000501 ered by Bond Nu	umher	LPM9149893			
3b. The FORMER operator has requested a release					N/A	LI 1017147075			
LEASE INTEREST OWNER NOTIFIC			, nom t	den bond on.	11/11	-			
4. (R649-2-10) The NEW operator of the fee wells			ontacted	l and informed b	y a letter fro	om the Division			
of their responsibility to notify all interest owner					10/8/2014				
COMMENTS:									

Devon Energy Production Company, L.P. N1275 to Linn Operating, Inc N4115 Effective 8/29/2014

Well Name	Section	Township	Range AP		Entity	Mineral	Well	Well
				Number		Lease	Type	Status
SWD 4-11A2	11	010S	020W	4301320255	99990	Fee	WD	Α
VIRGIL MECHAM 1-11A2	11	010S	020W	4301330009	5760	Fee	WD	Α
1-3A2	3	010S	020W	4301330021	99990	Fee	WD	Α
BLUEBELL 2-28A2	28	010S	020W	4301330346	99990	Fee	WD	A
SALERATUS 2-17C5	17	030S	050W	4301330388	99990	Fee	WD	Α
CENTRAL BLUEBELL 2-26A2	26	010S	020W	4301330389	99990	Fee	WD	Α
BALLARD 2-15B1	15	020S	010W	4304732351	11476	Fee	WD	A
GALLOWAY #3-14B2	14	020S	020W	4301351741		Fee	OW	APD
GALLOWAY #3-12B2	12	020S	020W	4301351742		Fee	OW	APD
GALLOWAY 4-14B2	14	020S	020W	4301351818		Fee	ow	APD
MORRIS #3-8B1	8	020S	010W	4301351836		State	OW	APD
FRITZ #3-24A2	24	010S	020W	4301351837		Fee	ow	APD
GALLOWAY #2-14B2	14	020S	020W	4301351739	19044	Fee	OW	DRL
EMERALD 2-32A1	32	010S	010W	4301350059	17980	Fee	ow	OPS
CLYDE MURRAY 1-2A2	2	010S	020W	4301330005	5876	Fee	OW	P
VICTOR C BROWN 1-4A2	4	010S	020W	4301330011	5780	Fee	OW	P
DOUG BROWN 2-4A2	4	010S	020W	4301330017	5840	Fee	ow	P
L BOREN U 3-15A2	15	010S	020W	4301330017	5755	Fee	OW	P
LAMICQ-URTY U 3-17A2	17	010S	020W	4301330099	5745	Fee	ow	P
L BOREN U 5-22A2	22	010S	020W	4301330107	5900	Fee	ow	P
L BOREN U 4-23A2	23	010S	020W	4301330107	5905	Fee	ow	P
TOMLINSON FED 1-25A2	25	010S	020W	4301330113	5535	Federal	ow	P
WOODWARD 1-21A2	21	010S	020W	4301330120	5665	Fee	OW	P
LAMICQ 1-20A2	20	0105	020W	4301330133	5400	Fee	GW	P
L RBRTSN ST 1-1B2	1	010S	020W	4301330133	5410	State	OW	P
SMITH ALBERT 1-8C5	8	020S	050W	4301330200	5490	Fee	OW	P
FRESTON ST 1-8B1	8	030S 020S	010W	4301330243	5345	Fee	OW	P
GEORGE MURRAY 1-16B1	16	020S	010W	4301330294	5950	Fee	OW	P
LAMICQ-URTY U 4-5A2	5	020S 010S	010W	4301330297	5845	Fee	OW	P
H G COLTHARP 1-15B1	15	010S 020S	020 W		5945		OW	P
	18			4301330359	_	Fee	OW	P
STATE 3-18A1		0108	010W	4301330369	5810	Fee		
LAMICQ 2-6B1	6 28	0208	010W	4301330809	2301	Fee	OW	P
DILLMAN 2-28A2		0108	020W	4301330821	5666	Fee	OW	
HAMBLIN 2-26-A2	26	010S	020W	4301330903		Fee	OW	P
JOHN 2-3-B2	3	020S	020W	4301330975	5387	Fee	OW	P
LAMICQ-ROBERTSON ST 2-1B2	1	020S	020W	4301330995	5412	Fee	OW	P
UTE TRIBAL 2-7A2	7	010S	020W	4301331009	5836	Indian	OW	P
HATCH 2-3B1	3	020S	010W	4301331147	10615	Fee	OW	P
NORLING 2-9B1	9	020S	010W	4301331151	10616	Fee	OW	P
SHAW 2-27A2	27	010S	020W	4301331184	10753	Fee	OW	P
LAMICQ-URRITY 4-17A2	17	010S	020W	4301331190	10764	Fee	OW	P
LAMICQ 2-20A2	20	010S	020W	4301331191	10794	Fee	OW_	P
FRESTON 2-8B1	8	020S	010W	4301331203	10851	Fee	OW_	P
WISSE 3-35A2	35	0108	020W	4301331215	10925	Fee	OW	P
MECCA 2-8A2	8	010S	020W	4301331231	10981	Fee	OW	P
SWYKES 2-21A2	21	010S	020W	4301331235	10998	Fee	OW	P
SHERMAN 2-12B2	12	020S	020W	4301331238	11009	Fee	OW	P
DUNCAN 4-2A2	2	010S	020W	4301331276	11258	Fee	GW	P
HAMBLIN 3-9A2	9	010S	020W	4301331278	11094	Fee	GW	P
BAR-F 2-5B1	5	020S	010W	4301331286	11113	Fee	OW	P
SMITH 2-9C5	9	030S	050W	4301331321	11245	Fee	OW	P
LORANGER 2-24A2	24	010S	020W	4301331322	11244	Fee	ow	P
UTE 2-6B3	6	020S	030W	4301331325	11446	Indian	ow	P
MCELPRANG 2-30A1	30	010S	010W	4301331326	11252	Fee	ow	P

Devon Energy Production Company, L.P. N1275 to Linn Operating, Inc N4115 Effective 8/29/2014

Well Name	Section	Township	Range A	PAPI	Entity	Mineral	Well	Well
		-		Number		Lease	Type	Status
SMITH 2-7C5	7	030S	050W	4301331327	11324	Indian	OW	P
SMITH 2-18C5	18	030S	050W	4301331328	11336	Indian	OW	P
UTE 2-24A3	24	010S	030W	4301331329	11339	Indian	OW	P
UTE 5-19A2	19	010S	020W	4301331330	11277	Indian	OW	P
EDWARDS 3-10B1	10	020S	010W	4301331332	11264	Fee	OW	P
SUNDANCE 4-15A2	15	010S	020W	4301331333	11269	Fee	ow	P
LORANGER 6-22A2	22	0108	020W	4301331334	11335	Fee	OW	P
COX 2-36A2	36	010S	020W	4301331335	11330	Fee	OW	P
SMITH 2-6C5	6	030S	050W	4301331338	11367	Indian	OW	P
FRESTON 2-7B1	7	020S	010W	4301331341	11338	Fee	OW	P
PEARSON 2-11B2	11	020S	020W	4301331356	11359	Fee	OW	P
CHAPMAN 2-4B2	4	020S	020W	4301331378	11485	Fee	OW	P
LAMB 2-16A2	16	010S	020W	4301331390	11487	Fee	OW	P
LABRUM 2-23A2	23	010S	020W	4301331393	11514	Fee	ow	P
POWELL 2-16B1	16	020S	010W	4301331820	12342	Fee	OW	P
BOWMAN 5-5A2	5	010S	020W	4301332202	13043	Fee	OW	P
BOREN 4-9A2	9	010S	020W	4301332203	13079	Fee	OW	P
BLANCHARD 3-10A2	10	010S	020W	4301332223	13149	Fee	OW	P
SQUIRES 3-8A2	8	010S	020W	4301332227	13176	Fee	OW	P
BROWN 3-4A2	4	010S	020W	4301332684	14673	Fee	OW	P
GALLOWAY 3-11B2	11	020S	020W	4301334304	18527	Fee	OW	P
OWL AND THE HAWK 3-9C5	9	030S	050W	4301351214	18649	Fee	OW	P
Bingham #3-4B1	4	020S	010W	4301351464	18825	Fee	OW	P
RED MOUNTAIN 3-5B1	5	020S	010W	4301351632	18954	Fee	OW	P
MECHAM #3-1B2	1	020S	020W	4301351844	19082	State	OW	P
MIKE AND SHELLEY #3-4B2	4	020S	020W	4301351845	19083	Fee	ow	P
RBRTSN UTE ST 1-12B1	12	020S	010W	4304730164	5475	Fee	OW	P
MAY UTE FED 1-13B1	13	020S	010W	4304730176	5435	Fee	OW	P
COOK 1-26B1	26	020S	010W	4304731981	11212	Fee	OW	P
CHRISTIANSEN 2-12B1	12	020S	010W	4304732178	11350	Fee	OW	P
RICH 2-13B1	13	020S	010W	4304732744	12046	Fee	OW	P
THOMAS 4-10B1	10	020S	010W	4304734080	13284	Fee	OW	P
HAMAKER 3-12B1	12	020S	010W	4304752294	18650	Fee	OW	P
BETTS 2-26B1	26	020S	010W	4304752435	18698	Fee	OW	P
STATE 1-10A2 (3-10C)	10	010S	020W		5860	State	GW	S
L BOREN U 6-16A2	16	010S	020W	4301330123	5750	Fee	OW	S
UTE TRIBAL 1-6B3	6	020S	030W	4301330136	5705	Indian	ow	S
MAUREL TAYLOR FEE 1-36A2	36	010S	020W	4301330143	5525	Fee	OW	S
CAMPBELL UTE ST 1-7B1	7	020S	010W	4301330236	5295	Indian	OW	S
D L GALLOWAY 1-14B2	14	020S	020W	4301330564	5965	Fee	OW	S
MARK 2-25A2	25	010S	020W	4301331232	10986	Fee	OW	S
MITCHELL 2-4B1	4	020S	010W	4301331317	11231	Fee	OW	S

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES

DIVISION OF OIL, GAS AND MINING 5. LEASE DESIGNATION AND SERIAL NUMBER: See Attached Well List 6. IF INDIAN, ALLOTTEE OR TRIBE NAME: SUNDRY NOTICES AND REPORTS ON WELLS 7. UNIT or CA AGREEMENT NAME: Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals. 8 WELL NAME and NUMBER TYPE OF WELL OTHER See Attached Well List GAS WELL OIL WELL See Attached Well List 2. NAME OF OPERATOR: API NUMBER: LINN OPERATING, INC PHONE NUMBER: 10. FIELD AND POOL, OR WILDCAT: 3. ADDRESS OF OPERATOR ZIP 80202 Denver 1999 Broadway, Suite 3700 STATE CO (303) 999-4275 Bluebell/Altamont 4. LOCATION OF WELL COUNTY: Duchsene/Uintah FOOTAGES AT SURFACE: QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: STATE: UTAH CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA 11. TYPE OF SUBMISSION TYPE OF ACTION ACIDIZE DEEPEN REPERFORATE CURRENT FORMATION 1 NOTICE OF INTENT (Submit in Duplicate) ALTER CASING FRACTURE TREAT SIDETRACK TO REPAIR WELL Approximate date work will start: CASING REPAIR **NEW CONSTRUCTION** TEMPORARILY ABANDON OPERATOR CHANGE CHANGE TO PREVIOUS PLANS TUBING REPAIR CHANGE TUBING PLUG AND ABANDON VENT OR FLARE SUBSEQUENT REPORT CHANGE WELL NAME PLUG BACK WATER DISPOSAL (Submit Original Form Only) CHANGE WELL STATUS PRODUCTION (START/RESUME) WATER SHUT-OFF Date of work completion: COMMINGLE PRODUCING FORMATIONS OTHER: CHANGE OF RECLAMATION OF WELL SITE **OPERATOR** CONVERT WELL TYPE RECOMPLETE - DIFFERENT FORMATION 12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc. Effective 08/29/2014, Change of Operator from Devon Energy Production Company, LP, to Linn Operating, Inc. is responsible under the terms and conditions of the leases for operations conducted on the leased lands or a portion thereof under their blanket state bond number LPM9149893. Attached is a list of wells that are associated with this Change of Operator. Devon Energy Production Company, LP N1375 333 West Sheridan Avenue Oklahoma City, OK 73102-5015 John D Raines SEP 16 2014 Vice President DIV OF OIL GAS & MINING Russell des Cognets II Asset Manager NAME (PLEASE PRINT) 9/8/14 SIGNATURE (This space for State us

OCT 08 2014

DIV. OIL GAS & MINING

(See Instructions on Reverse Side)

OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE	
OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE	
OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE	
OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE	
OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE	
OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE	
OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE	
OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE	
OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE	
OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE	
OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE	
OIL	INDIAN	BLUEBELL ALTAMONT	UT	DUCHESNE	
OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE	
OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE	
OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE	
OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE	
OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE	
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OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE	
OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE	
OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE	
OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE	
OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE	

Field

BLUEBELL ALTAMONT

State

UT

County

DUCHESNE

DUCHESNE

DUCHESNE

DUCHESNE

DUCHESNE

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DUCHESNE

DUCHESNE

DUCHESNE

DUCHESNE

Devon Energy Production Company, LP Exisiting Well List for State/Fee/Indian Leases

Lease Type

FEE

STATE

Well Type

OIL

Producing Status

Producing

Producing

Producing

Producing

Producing

Producing

Producing

Producing

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API#

430133128600

430135146400

430133222300

430133003500

430133119200

430133008600

430133011500

430133220300

430133010700

430133012300

430133220200

430133001700

430133001100

430133268400

430133023600

430133137800

430133000500

430133035900 430133129900

430133133500

430133082100

430133127600

430133133200

430133029400

430133134100

430133120300

430133056400

430133430400

430133090300

430133127800

430133114700

430133097500

430133139300

430133139000

430133020000

Well Name

BAR F 2-5B1

BINGHAM 3-4B1

*BOREN 1-14A2-

BOREN 3-11A2

BOREN 3-15A2

BOREN 4-23A2

BOREN 4-9A2

BOREN 5-22A2

BOREN 6-16A2

BROWN 3-4A2

CHAPMAN 2-4B2

COLTHARP 1-15B1

DILLMAN 2-28A2

EDWARDS 3-10B1

FRESTON STATE 1-8B1

DUNCAN 4-2A2

FRESTON 2-7B1

FRESTON 2-8B1

GALLOWAY 1-14B2

GALLOWAY 3-11B2

HAMBLIN 2-26A2

HAMBLIN 3-9A2

LABRUM 2-23A2

LAMICQ ROBERTSON 1-1B2

HATCH 2-3B1

LAMB 2 16A2

JOHN 2-3B2

COX 2-36A2

BOWMAN 5-5A2

BROWN DOUG 2-4A2

BROWN VICTOR C 1-4A2

CAMPBELL UTE ST 1-7B1

CLYDE MURRAY 1-2A2

CORNABY 2-14A2 (RECOMP)

BLANCHARD 3-10A2

Legal Location

005-002S-001W

004-002S-001W

010-001S-002W

014-001S-002W

011-001S-002W

015-001S-002W

023-001S-002W

009-001S-002W

022-001S-002W

016-001S-002W

005-001S-002W

004-001S-002W

004-001S-002W

004-001S-002W

007-002S-001W

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002-001S-002W

015-002S-001W

014-001S-002W

036-001S-002W

028-001S-002W

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010-002S-001W

008-002S-001W

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008-002S-001W

014-002S-002W

011-002S-002W

026-001S-002W

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003-002S-002W

023-001S-002W

016-001S-002W

001-002S-002W

GAS & MINING 2014 SEP

RECEIVED

SWYKES 2 21A2	430133123500	021-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
TAYLOR MAUREL FEE 1-36A2	430133014300	036-001S-002W	Shut-In	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
TOMLINSON 1 25A2	430133012000	025-001S-002W	Producing	OIL	INDIAN	BLUEBELL ALTAMONT	UT	DUCHESNE
UTE TRIBAL 2-7A2	430133100900	007-001S-002W	Producing	OIL	INDIAN	BLUEBELL ALTAMONT	UT	DUCHESNE
UTE TRIBAL 5-19A2	430133133000	019-001S-002W	Producing	OIL	INDIAN	BLUEBELL ALTAMONT	UT	DUCHESNE
UTE 1-6B3	430133013600	006-002S-003W	Shut-In	OIL	INDIAN	BLUEBELL ALTAMONT	UT	DUCHESNE
UTE 2-24A3	430133132900	024-001S-003W	Producing	OIL	INDIAN	BLUEBELL ALTAMONT	UT	DUCHESNE
UTE 2-6B3	430133132500	006-002S-003W	Producing	OIL	INDIAN	BLUEBELL ALTAMONT	UT	DUCHESNE
WISSE 3-35A2	430133121500	035-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
WOODWARD 1-21A2	430133013000	021-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
BALLARD 2-15B1 SWD	430473235100	015-002S-001W	Injecting	SWD	FEE	BLUEBELL ALTAMONT	UT	UINTAH
BETTS 2-26B1	430475243500	26-2S-1W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	UINTAH
CHRISTENSEN 2-12B1	430473217800	012-002S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	UINTAH
COOK 1-26B1	430473198100	026-002S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	UINTAH
HAMAKER 3-12B1	430475229400	12-2S-1W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	UINTAH
MAY UTE FED 1-13B1	430473017600	013-002S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	UINTAH
RICH 2-13B1	430473274400	013-002S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	UINTAH
ROBERTSON UTE STATE 1-12B1	430473016400	012-002S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	UINTAH
THOMAS 4-10B1	430473408000	010-002S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	UINTAH

RECEIVED

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES

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Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals. 1. TYPE OF WELL OIL WELL GAS WELL OTHER See Attached Well List 8. ADDRESS OF OPERATOR: LINN OPERATING, INC 3. ADDRESS OF OPERATOR: 1999 Broadway, Suite 3700 OILTY Denver STATE CO ZIP 80202 PHONE NUMBER: 11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT TYPE OF SUBMISSION TYPE OF ACTION NOTICE OF INTENT (Submit in Duplicate) Approximate date work will start: CASING REPAIR CHANGE TO PREVIOUS PLANS OPERATOR CHANGE PLUG AND ABANDON	REPERFORATE CURRENT FORMATION SIDETRACK TO REPAIR WELL TEMPORARILY ABANDON
Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals. 1. TYPE OF WELL OIL WELL GAS WELL OTHER See Attached Well List 8. 2. NAME OF OPERATOR: LINN OPERATING, INC 3. ADDRESS OF OPERATOR: 1999 Broadway, Suite 3700 CITY Denver STATE CO ZIP 80202 PHONE NUMBER: (303) 999-4275 11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT TYPE OF SUBMISSION TYPE OF ACTION NOTICE OF INTENT (Submit in Duplicate) Approximate date work will start: CASING REPAIR CHANGE TO PREVIOUS PLANS OPERATOR CHANGE PLUG AND ABANDON	WELL NAME and NUMBER: See Attached Well List API NUMBER: D. FIELD AND POOL, OR WILDCAT: Bluebell/Altamont OUNTY: Duchsene TATE: UTAH T, OR OTHER DATA REPERFORATE CURRENT FORMATION SIDETRACK TO REPAIR WELL TEMPORARILY ABANDON
OIL WELL GAS WELL OTHER See Attached Well List 2. NAME OF OPERATOR: LINN OPERATING, INC 3. ADDRESS OF OPERATOR: 1999 Broadway, Suite 3700 CITY Denver STATE CO ZIP 80202 (303) 999-4275 4. LOCATION OF WELL FOOTAGES AT SURFACE: OTRICTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: SSECTION, TOWNSHIP, RANGE, MERIDIAN: OTHER SEE Attached Well List 9 COUNTY OF THE NUMBER: (303) 999-4275 OTHER SEE ATTACHED NUMBER: (303) 999-4275 OTHER SECTION NUMBER: (303) 999-4275 OTHER SECTION NUMBER: (303) 999-4275 OTHER SECTION TOWNSHIP, RANGE, MERIDIAN: OTHER SEE ATTACHED NUMBER: (303) 999-4275 OTHER SECTION SUMBER: OTHER SECTION OF WELL FOOTAGES AT SURFACE: OTHER SEE ATTACHED NUMBER: (303) 999-4275 OTHER SECTION SUMBER: OTHER SECTION OF WELL FOOTAGES AT SURFACE: OTHER SECTION SUMBER: OTHER SECTION OF WELL FOOTAGES AT SURFACE: OTHER SECTION SUMBER: OTHER SECTION OF WELL FOOTAGES AT SURFACE: OTHER SECTION OF WELL FOOTAGE AT SURFACE: OTHER SE	See Attached Well List API NUMBER: D. FIELD AND POOL, OR WILDCAT: Bluebell/Altamont OUNTY: Duchsene TATE: UTAH T, OR OTHER DATA REPERFORATE CURRENT FORMATION SIDETRACK TO REPAIR WELL TEMPORARILY ABANDON
2. NAME OF OPERATOR: LINN OPERATING, INC 3. ADDRESS OF OPERATOR: 1999 Broadway, Suite 3700 Denver STATE CO ZIP 80202 (303) 999-4275 4. LOCATION OF WELL FOOTAGES AT SURFACE: QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: SS 11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT TYPE OF SUBMISSION TYPE OF SUBMISSION NOTICE OF INTENT SCIDIAL DEEPEN (Submit in Duplicate) Approximate date work will start: CASING REPAIR SHOW CONSTRUCTION CHANGE TO PREVIOUS PLANS OPERATOR CHANGE CHANGE TUBING PLUG AND ABANDON	API NUMBER: D. FIELD AND POOL, OR WILDCAT: Bluebell/Altamont OUNTY: Duchsene TATE: UTAH T, OR OTHER DATA REPERFORATE CURRENT FORMATION SIDETRACK TO REPAIR WELL TEMPORARILY ABANDON
Approximate date work will start: Approximate date work will start: Change tubing Chang	Bluebell/Altamont OUNTY: Duchsene TATE: UTAH T, OR OTHER DATA REPERFORATE CURRENT FORMATION SIDETRACK TO REPAIR WELL TEMPORARILY ABANDON
1999 Broadway, Suite 3700 CITY Denver STATE CO ZIP 80202 (303) 999-4275 LOCATION OF WELL FOOTAGES AT SURFACE: QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: SS CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT TYPE OF SUBMISSION TYPE OF SUBMISSION NOTICE OF INTENT CASING FRACTURE TREAT Approximate date work will start: CASING REPAIR NEW CONSTRUCTION CHANGE TO PREVIOUS PLANS OPERATOR CHANGE CHANGE TUBING PLUG AND ABANDON	Bluebell/Altamont OUNTY: Duchsene TATE: UTAH T, OR OTHER DATA REPERFORATE CURRENT FORMATION SIDETRACK TO REPAIR WELL TEMPORARILY ABANDON
TYPE OF SUBMISSION NOTICE OF INTENT (Submit in Duplicate) Approximate date work will start: CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT TYPE OF SUBMISSION TYPE OF ACTION ACIDIZE DEEPEN FRACTURE TREAT NEW CONSTRUCTION CHANGE TO PREVIOUS PLANS PLUG AND ABANDON	TATE: UTAH , OR OTHER DATA REPERFORATE CURRENT FORMATION SIDETRACK TO REPAIR WELL TEMPORARILY ABANDON
TYPE OF SUBMISSION ACIDIZE Approximate date work will start: CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT TYPE OF SUBMISSION TYPE OF ACTION ACIDIZE ACIDIZE ACIDIZE ALTER CASING FRACTURE TREAT NEW CONSTRUCTION CHANGE TO PREVIOUS PLANS OPERATOR CHANGE CHANGE TUBING PLUG AND ABANDON	UTAH , OR OTHER DATA REPERFORATE CURRENT FORMATION SIDETRACK TO REPAIR WELL TEMPORARILY ABANDON
TYPE OF SUBMISSION NOTICE OF INTENT (Submit in Duplicate) Approximate date work will start: CASING REPAIR CHANGE TO PREVIOUS PLANS PLUG AND ABANDON TYPE OF ACTION DEEPEN PRACTURE TREAT NEW CONSTRUCTION OPERATOR CHANGE PLUG AND ABANDON	REPERFORATE CURRENT FORMATION SIDETRACK TO REPAIR WELL TEMPORARILY ABANDON
NOTICE OF INTENT (Submit in Duplicate) Approximate date work will start: CASING REPAIR CHANGE TO PREVIOUS PLANS DEEPEN PRACTURE TREAT NEW CONSTRUCTION OPERATOR CHANGE CHANGE TUBING PLUG AND ABANDON	SIDETRACK TO REPAIR WELL TEMPORARILY ABANDON
NOTICE OF INTENT (Submit in Duplicate) Approximate date work will start: CASING REPAIR CHANGE TO PREVIOUS PLANS PLUG AND ABANDON TOTAL TREAT OPERATOR CHANGE CHANGE TUBING PLUG AND ABANDON	SIDETRACK TO REPAIR WELL TEMPORARILY ABANDON
SUBSEQUENT REPORT (Submit Original Form Only) Date of work completion: CHANGE WELL NAME PLUG BACK PRODUCTION (START/RESUME) COMMINGLE PRODUCING FORMATIONS RECLAMATION OF WELL SITE CONVERT WELL TYPE RECOMPLETE - DIFFERENT FORMATION	USING REPAIR VENT OR FLARE WATER DISPOSAL WATER SHUT-OFF ✓ OTHER: CHANGE OF OPERATOR
2. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes,	etc.
Effective 08/29/2014, Change of Operator from Devon Energy Production Company, LP, to Lir under the terms and conditions of the leases for operations conducted on the leased lands or a blanket state bond number LPM9149893.	a portion thereof under their
Attached is a list of Applications for Permit to Drill (APD) that are associated with this Change	of Operator.
Devon Energy Production Company, LP 333 West Sheridan Avenue Oklahoma City, OK 73102-5015	
John D. Raines Vice President	
	<u> </u>
Russell des Cognets II Asset Manager	
SIGNATURE Run Cognition DATE 9/08/14	

OCT 0 8 2014

(See Instructions on Reverse Side)

RECEIVED SEP 16 2014

(5/2000)

DIV. OF OIL, GAS & MINING

Request to Transfer Application or Permit to Drill

(This form should accompany a Sundry Notice, Form 9, requesting APD transfer)

Well name:	See Attached List of Wells						
API number:							
Location:	Qtr-Qtr:	Section:	Township:	Range:			
Company that filed original application:	Devon Energy Production Company, LP						
Date original permit was issued:							
Company that permit was issued to:	Linn Operating, Inc.						

Check one	Desired Action:
	Transfer pending (unapproved) Application for Permit to Drill to new operator
	The undersigned as owner with legal rights to drill on the property, hereby verifies that the information as submitted in the pending Application for Permit to Drill, remains valid and does not require revision. The new owner of the application accepts and agrees to the information and procedures as stated in the application.
✓	Transfer approved Application for Permit to Drill to new operator
	The undersigned as owner with legal rights to drill on the property as permitted, hereby verifies that the information as submitted in the previously approved application to drill, remains valid and does not require revision.

Following is a checklist of some items related to the application, which should be verified.	Yes	No
If located on private land, has the ownership changed?		1
If so, has the surface agreement been updated?		1
Have any wells been drilled in the vicinity of the proposed well which would affect the spacing or siting requirements for this location?		1
Have there been any unit or other agreements put in place that could affect the permitting or operation of this proposed well?		1
Have there been any changes to the access route including ownership or right-of-way, which could affect the proposed location?		1
Has the approved source of water for drilling changed?		1
Have there been any physical changes to the surface location or access route which will require a change in plans from what was discussed at the onsite evaluation?		1
Is bonding still in place, which covers this proposed well? Bond No. LPM9149893	1	

Any desired or necessary changes to either a pending or approved Application for Permit to Drill that is being transferred, should be filed on a Sundry Notice, Form 9, or amended Application for Permit to Drill, Form 3, as appropriate, with necessary supporting information as required.

Name (please print) Russell des Cognets II	Title Asset Manager	RECEIVED
Signature Kulk Combe	Date 9-8-14	SEP 16 2014
Representing (company name) Linn Operating, Inc.		

DIV. OF OIL, GAS & MINING The person signing this form must have legal authority to represent the company or individual(s) to be listed as the new operator on the Application for Permit to Drill.

4.5 13 15 15		Exisitir		ergy Production Application fo				7.57	44.7	
Well Name	API#	Legal Location	Producing Status	APD Approval Date	APD Extension Filed	Well Type	Lease Type	Divest Description	State	County
GALLOWAY #3-14B2	4301351741	014-020S-020W	APD	12/10/2012	12/11/2013	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
GALLOWAY #3-12B2	4301351742	012-020S-020W	APD	12/10/2012	12/11/2013	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
GALLOWAY 4-14B2	4301351818	014-020S-020W	APD	1/11/2013	12/11/2013	OiL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
MORRIS #3-8B1	4301351836	008-020S-010W	APD	4/1/2013	3/12/2014	OIL	STATE	BLUEBELL ALTAMONT	UT	DUCHESNE
FRITZ #3-24A2	4301351837	024-010S-020W	APD	4/1/2013	3/12/2014	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
MIKE AND SHELLEY #4-14A2	4301351846	014-010S-020W	APD	2/6/2013	2/4/2014	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE

TRANSFER OF AU	ITHORITY TO INJECT	
Well Name and Number VIRGIL MECHAM 1-11A2 SWD	API Number 4301330009	
Location of Well	Field or Unit Name BLUEBELL ALTAMONT	F.
Footage: 1320' FNL & 1445' FEL QQ, Section, Township, Range: SWNE 11 1S 2W	County : DUCHESNE Lease Designation and Number State : UTAH Lease Designation and Number	r

EFFECTIVE DATE OF TRANSFER: 8/29/2014

Company:	DEVON ENERGY PRODUCTION CO., L.P.	Name:	JOHN DORAINES	
Address:	333 WEST SHERIDAN AVENUE	Signature:	Chang There	
	city OKLAHOMA CITY _{state} OK zip 73102-5015	Title:	VIGE PRESIDENT	
Phone:	(405) 228-4480	Date:		

Company:	LINN OPERATING, INC.	Name: Russell des Cognets II	
Address:	1999 BROADWAY, SUITE 3700	Signature: Ru Cerreta	
	city DENVER state CO zip 80202	Title: ASSET MANAGER	
Phone:	(303) 999-4275	Date: 9/6/14	

(This space for State use only)

Transfer approved by:

Comments:

Title:

Approval Date:

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SEP 16 2014

DIV. OF OIL, GAS & MINIST

TRANSFER OF A	UTHORITY TO INJEC	Т	
Well Name and Number BLUEBELL 2-28A2	1	API Number 4301330346	
Location of Well	County : DUCHESNE	Field or Unit Name BLUEBELL ALTAMONT	
Footage: 2496' FSL & 1549' FEL OO Section Township Range: NWSE 28 1S 2W	State: UTAH	Lease Designation and Number FEE	

EFFECTIVE DATE OF TRANSFER: 8/29/2014

CURRENT OF	PERATOR			
Company: Address:	DEVON ENERGY PRODUCTION CO., L.P. 333 WEST SHERIDAN AVENUE city OKLAHOMA CITY state OK zip 73102-5015	Name: Signature: Title:	JOHN D. RAINES VICE PRESIDENT	_ 9
Phone:	(405) 228-4480	Date:		
Comments				

NEW OPERATOR LINN OPERATING, INC. Russell des Cognets II Company: Name: 1999 BROADWAY, SUITE 3700 Address: Signature: city DENVER state CO zip 80202 ASSET MANAGER Title: 9/15/14 (303) 999-4275 Phone: Date: Comments:

(This space for State use only)

Transfer approved by:

Title:

Comments:

Approval Date:

RECEIVED

TRANSFER OF AL	THORITY TO INJEC	Т
Well Name and Number CENTRAL BLUEBELL 2-26A2		API Number 4301330389
Location of Well	DUCHESNE	Field or Unit Name BLUEBELL ALTAMONT
Footage: 1812' FSL & 2083' FWL	County : DUCHESNE	Lease Designation and Number

EFFECTIVE DATE OF TRANSFER: 8/29/2014

JRRENT OP	ERATOR		2	
Company:	DEVON ENERGY PRODUCTION CO., L.P.	Name:	JOHN D3 RAINES	
Address:	333 WEST SHERIDAN AVENUE	Signature:	John House	
	city OKLAHOMA CITY state OK zip 73102-5015	Title:	VICE PRESIDENT	
Phone:	(405) 228-4480	Date:		
Comments:				

Company:	LINN OPERATING, INC.	Name: Russ	sell des Cognets II	
Address:	1999 BROADWAY, SUITE 3700	Signature:	Role Carole	
	city DENVER state CO zip 80202	Title: ASS	ET MANAGER	
Phone:	(303) 999-4275	Date:	9/15/14	

(This space for State use only)

Transfer approved by:

Comments:

Title:

Approval Date:

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STATE OF UTAH ARTMENT OF NATURAL RESOURCE

DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS AND MINING

TRANSFER OF AL	JTHORITY TO INJECT	Т	
Well Name and Number SALERATUS 2-17C5		API Number 4301330388	
Location of Well Footage: 1374' FNL & 1174' FEL	DUCHESNE	Field or Unit Name BLUEBELL ALTAMONT	
QQ, Section, Township, Range: NWNE 17 3S 5W	County : DUCHESNE State : UTAH	Lease Designation and Number FEE	

EFFECTIVE DATE OF TRANSFER: 8/29/2014

Company: Address:	DEVON ENERGY PRODUCTION CO., L.P. 333 WEST SHERIDAN AVENUE city OKLAHOMA CITY state OK zip 73102-5015	Name: Signature: Title:	JOHN D. RAINES VICE/PRESIDENT	
Phone:	(405) 228-4480	Date:	•	

NEW OPERATOR LINN OPERATING, INC. Russell des Cognets II Company: Name: 1999 BROADWAY, SUITE 3700 Address: Signature: city DENVER ASSET MANAGER state CO zip 80202 Title: 9/15/14 (303) 999-4275 Phone: Date: Comments:

(This space for State use only)

Transfer approved by:

litte

Comments:

Approval Date:

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TRANSFER OF AUTHORITY TO INJECT				
Well Name and Number SWD 1-3A2		API Number 4301330021		
Location of Well	DUCHESNE	Field or Unit Name BLUEBELL ALTAMONT		
Footage: 348' FSL & 315' FEL QQ. Section, Township, Range: SESE 3 1S 2W	County : DUCHESNE	Lease Designation and Number FEE		

EFFECTIVE DATE OF TRANSFER: 8/29/2014

Company: _	DEVON ENERGY PRODUCTION CO., L.P.	Name:	JOHN D. RAINES	
Address:	333 WEST SHERIDAN AVENUE	Signature:	Chy The	
9	city OKLAHOMA CITY state OK zip 73102-5015	Title:	VICE PRESIDENT	
Phone:	(405) 228-4480	Date:		

NEW OPERATOR LINN OPERATING, INC. Russell des Cognets II Company: Name: 1999 BROADWAY, SUITE 3700 Address: Signature: ASSET MANAGER city DENVER state CO zip 80202 Title: 9/15/14 (303) 999-4275 Phone: Date: Comments:

(This space for State use only)

Transfer approved by:

Comments:

Title:

Approval Date:

RECEIVED

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STATE OF UTAH

DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS AND MINING

TRANSFER O	F AUTHORITY TO INJECT	
Well Name and Number SWD 4-11A2	API Number 4301320255	
Location of Well	Field or Unit Name BLUEBELL ALTAMONT	
Footage: 585' FNL & 733' FWL QQ, Section, Township, Range: NWNW 11 1S 2W	State: UTAH Lease Designation and Number FEE	

EFFECTIVE DATE OF TRANSFER: 8/29/2014

CURRENT OP	PERATOR			
Company: Address:	DEVON ENERGY PRODUCTION CO., L.P. 333 WEST SHERIDAN AVENUE city OKLAHOMA CITY state OK zip 73102-5015	Name: Signature: Title:	JOHN D. RAINES VICE PRESIDENT	
Phone:	(405) 228-4480	Date:		
Comments:	:			

Company:	LINN OPERATING, INC.	_ Name:	Russell des Cognets II	
Address:	1999 BROADWAY, SUITE 3700	_ Signature:	Ra Coute	
	city DENVER state CO zip 80202	_ Title:	ASSET MANAGER	
Phone:	(303) 999-4275	_ Date:	9/15/14	

(This space for State use only)

Transfer approved by:

Comments:

Title:

Approval Date:

RECEIVED

TRANSFER OF AL	UTHORITY TO INJE	СТ
Well Name and Number BALLARD 2-15B1		API Number 4304732351
Location of Well	LINTAL	Field or Unit Name BLUEBELL ALTAMONT
Footage: 1801' FNL & 660' FEL OO Section Township Range: SENE 15 2S 1W	County : UINTAH	Lease Designation and Number FEE

EFFECTIVE DATE OF TRANSFER: 8/29/2014

Company:	DEVON ENERGY PRODUCTION CO., L.P.	Name:	JOHN D, RAINES	
Address:	333 WEST SHERIDAN AVENUE	Signature:	Children .	
	city OKLAHOMA CITY _{state} OK zip 73102-5015	Title:	VICE PRESIDENT	
Phone:	(405) 228-4480	Date:		
Comments:	==			

Company:	LINN OPERATING, INC.	_ Name:	Russell des Cognets II	
Address:	1999 BROADWAY, SUITE 3700	_ Signature:	R. Courte	
	city DENVER state CO zip 80202	_ Title:	ASSET MANAGER	
Phone:	(303) 999-4275	Date:	9/15/14	

(This space for State use only)

Transfer approved by:

Title:

Comments:

Approval Date:

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SEP 16 20 -

DIV. OF OIL, GAS & MINING



NASDAQ:LINE Nasdaq:LNCO 1999 Broadway, Suite 3700 Denver, CO 80202

Phone: (303) 999-4400

9130/14 Division met w/Linn.
Per DKD plan is accepted.
Linn will wait 6 months
then mit or submit new
details on next plan

September 29, 2014

TRANSMITTED VIA FEDERAL EXPRESS 8053-5746-2397

Mr. Dustin Doucet
Utah Division of Oil, Gas & Mining
1594 West North Temple
Salt Lake City, Utah 84116

RE:

Extended Shut-in and Temporary Abandoned Well Requirements for Fee or

State Leases

Dear Mr. Doucet:

LINN Operating, Inc. ("LINN") recently acquired Devon properties in Utah. We are in the process of changing operator, obtaining well files and evaluating wells. In response to your letter dated September 4, 2014, the following information is provided:

1. FLY/DIA BOREN 1-14A2 (API 43-013-30035)

The Devon transaction to Linn allowed EP Energy to exercise their preferential right to purchase the leases and wells in Sections 11 and 14 of T1S, 2W so EP Energy now owns this well.

2. **D L GALLOWAY 1-14B2** (API 43-013-30564)

We intend to submit four (4) sets of fluid shot data and casing/tubing pressure readings within a week. Attached is the first set of data and the wellbore diagram.

9/24/14 800# csg / tubing 0# / FL at surface

We will provide the last casing pressure test information if it is available when we receive Devon's well files. Over the next six months, we will be reviewing the well history to determine the condition and potential of the wellbore. We plan to conduct the MIT within the next six months and will provide the results.

Per your request, an individual bond has been requested.

3. **EMERALD 2-32A1** (API 43-013-50059)

This well is currently capped at surface and the cellar is covered with a metal grate (photo attached). We would like to evaluate the drilling potential of this well over the next six months and submit a plan to either develop the well or plug it.

Per your request, an individual bond has been requested.

4. MAUREL TAYLOR FEE 1-36A2 (API 43-013-30143)

We intend to submit four (4) sets of fluid shot data and casing/tubing pressure readings within a week. Attached is the first set of data and the wellbore diagram.

9/23/14 200# csg / tubing 0# / FL at surface

We will provide the last casing pressure test information if it is available when we receive Devon's well files. Over the next six months, we will be reviewing the well history to determine the condition and potential of the wellbore. We plan to conduct the MIT within the next six months and will provide the results.

Per your request, an individual bond has been requested.

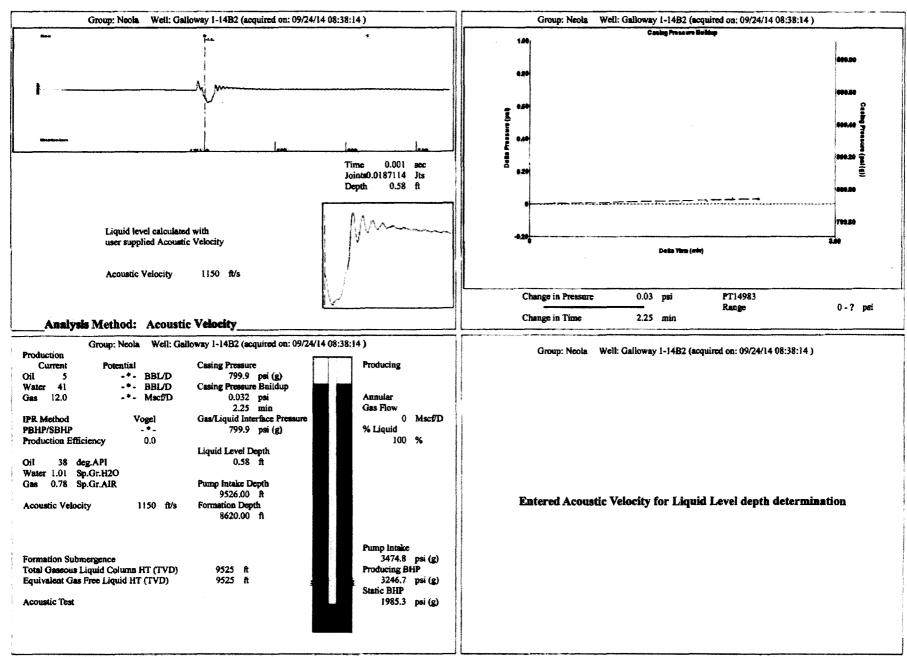
It is LINN's intention to bring these wells into full compliance but we feel we need an extension of six months due to the timing of the recent acquisition so we can determine our course of action (ie workover, return to production, P&A).

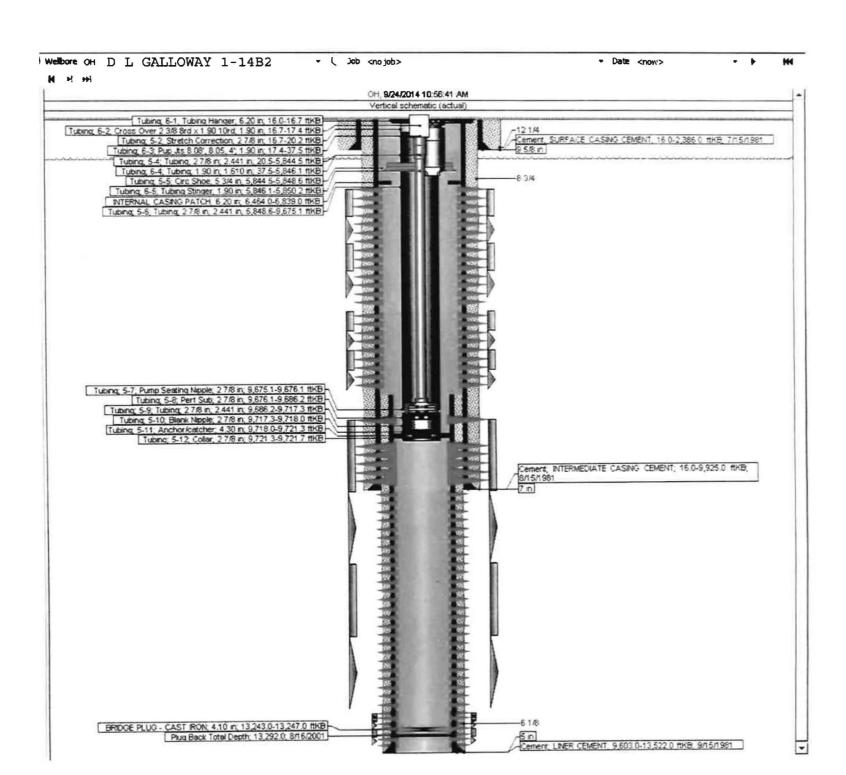
Please feel free to contact me at 303-999-4016 should you have any questions or need additional information.

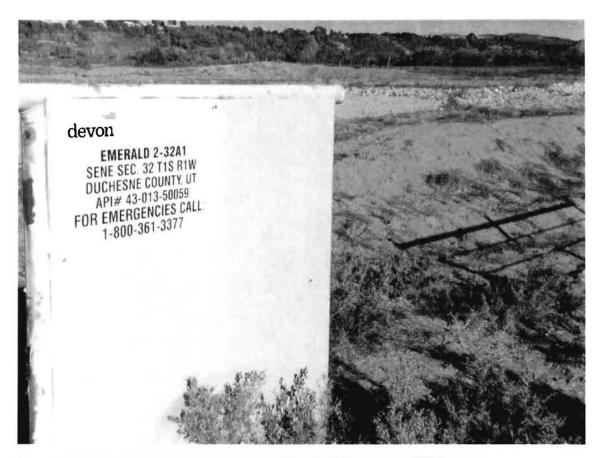
Sincerely,

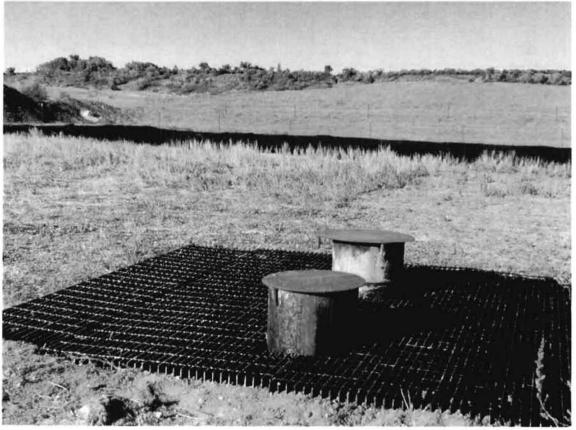
Debbie Ghani

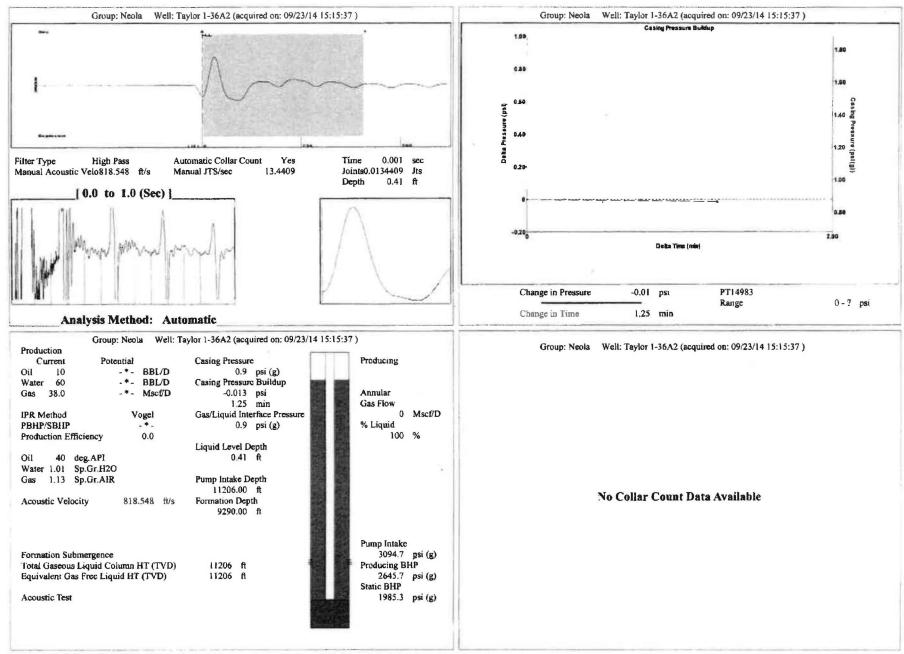
Regulatory Compliance Supervisor



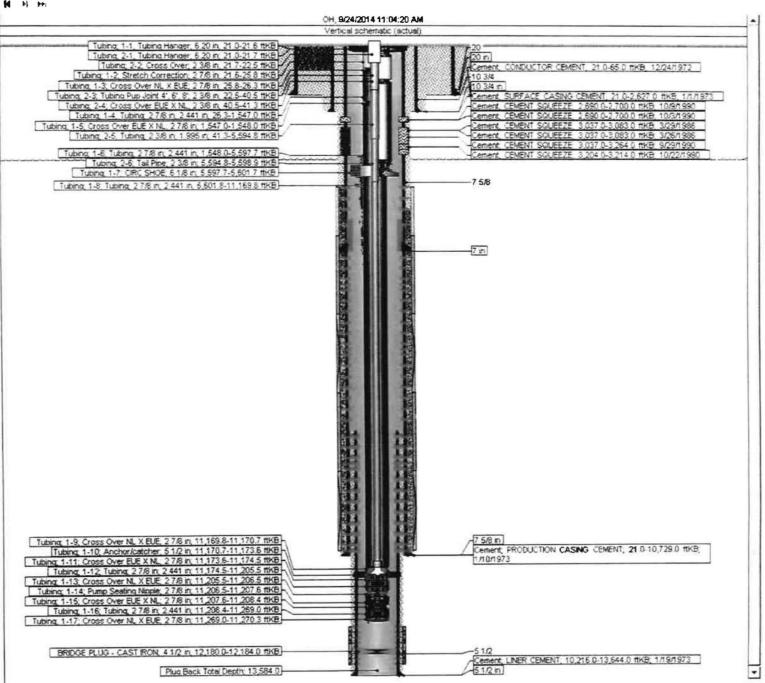








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STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES

DIVISION OF OIL, GAS AND MINING	5. LEASE DESIGNATION AND SERIAL NUMBER:
SUNDRY NOTICES AND REPORTS ON WELLS	6. IF INDIAN, ALLOTTEE OR TRIBE NAME:
Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.	7. UNIT or CA AGREEMENT NAME:
1. TYPE OF WELL OIL WELL . GAS WELL . OTHER	8. WELL NAME and NUMBER: MISC.
2. NAME OF OPERATOR:	9. API NUMBER:
LINN OPERATING, INC.	
3. ADDRESS OF OPERATOR: 1999 Broadway, Ste #3700 CHY Denver STATE CO AR 80202 (303) 999-4016	10, FIELD AND POOL, OR WILDCAT: Bluebell
4. LOCATION OF WELL FOOTAGES AT SURFACE:	COUNTY: UINTAH
QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: 14 1S 2W	STATE: UTAH
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPO	ORT, OR OTHER DATA
TYPE OF SUBMISSION TYPE OF ACTION	
NOTICE OF INTENT	REPERFORATE CURRENT FORMATION
(Submit in Duplicate) ALTER CASING FRACTURE TREAT	SIDETRACK TO REPAIR WELL
Approximate date work will start: CASING REPAIR NEW CONSTRUCTION	TEMPORARILY ABANDON
CHANGE TO PREVIOUS PLANS OPERATOR CHANGE	TUBING REPAIR
CHANGE TUBING PLUG AND ABANDON	VENT OR FLARE
SUBSEQUENT REPORT CHANGE WELL NAME PLUG BACK (Submit Original Form Only)	WATER DISPOSAL
Date of work completion: PRODUCTION (START/RESUME)	WATER SHUT-OFF
COMMINGLE PRODUCING FORMATIONS RECLAMATION OF WELL SITE CONVERT WELL TYPE RECOMPLETE - DIFFERENT FORMATION	✓ OTHER: Excluded wells from Change of Operator
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumed not process Change of Operator from Devon Energy Production Company, LP to LINN	
wells.	Operating, inc. for the lonowing
43-013-31192 BOREN 3-11A2 Oil Well Producing BLUEBELL DUCI	HESNE 1S-2W Sec 11
43-013-51846 MIKE AND SHELLEY #4-14A2 Oil Well Approved permit (APD) BLUE	
43-013-31299 CORNABY 2-14A2 Oil Well Producing BLUEBELL DUCI	
43-013-30035 FLY/DIA L BOREN 1-14A2 Oil Well Shut-In BLUEBELL DUCHES	SNE 1S-2W Sec 14
The Devon transaction to Linn Energy allowed EP Energy to exercise their preferential righ Sections 11 amd 14 of T1S, 2W so EP Energy now owns these wells.	t to purchase the leases and wells in
NAME (PLEASE PRINT) Debbie Chan	a Supanjeor
NAME (PLEASE PRINT) Debble Shark Reg. Complianc	e Oupai visoi
SIGNATURE	
This space for State use only?	

RECEIVED SEP 2 3 2014

Form 3160-5 (August 2007)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

RECEIVED

FORM APPROVED OMB NO. 1004-0135 Expires: July 31, 2010

Serial No. 30005608

J	ı	0	20.4	5.	Lease
					20G

	-	-	
SUNDRY NOTICES AND REPORTS ON WELLS			
CONDICT NOTICES AND THE CITY OF THE LEG			
Do not use this form for proposals to drill or to re-enter ar bandoned well. Use form 3160-3 (APD) for such proposal		_	
	\mathbf{r}	-	
bandoned well. Use form 3160-3 (APD) for such proposal	K I	N	Л
			# Z

6. If Indian, Allottee or Tribe Name

			וט	_171	UINTAH AND O	URAY		
SUBMIT IN TR	IPLICATE - Other instruc	tions on rev	rerse side.		7. If Unit or CA/Agree	ment, Name and/or No.		
Type of Well Gas Well □ Other					8. Well Name and No. 10-26-35 BTR			
2. Name of Operator Contact: CHRISTINA HIRTLER BILL BARRETT CORPORATION E-Mail: chrtler@billbarrettcorp.com					9. API Well No. 43-013-51248-00-X1			
3a. Address 1099 18TH STREET SUITE 2300 Ph: 303.31 DENVER, CO 80202 Fx: 303.291				de)	10. Field and Pool, or Exploratory ALTAMONT			
4. Location of Well (Footage, Sec., 7	T., R., M., or Survey Description,)			11. County or Parish, a	and State		
Sec 26 T3S R5W NWSE 2366FSL 2162FEL 40.190386 N Lat, 110.415936 W Lon				DUCHESNE COUNTY, UT				
12. CHECK APP	ROPRIATE BOX(ES) TO	INDICATE	NATURE OF	NOTICE, RI	EPORT, OR OTHEI	R DATA		
TYPE OF SUBMISSION	TYPE OF ACTION							
Notice of Intent	☐ Acidize	☐ Acidize ☐ Deepen		☐ Production (Start/Resume)		☐ Water Shut-Off		
Notice of Intent	☐ Alter Casing	☐ Frac	cture Treat	☐ Reclama	ation	■ Well Integrity		
☐ Subsequent Report	☐ Casing Repair	☐ Nev	v Construction	☐ Recomp	lete	Other		
☐ Final Abandonment Notice	☐ Change Plans	Plug	g and Abandon	□ Tempor	arily Abandon	Change to Original A PD		
	☐ Convert to Injection	□ Plug			isposal	FD		
testing has been completed. Final A determined that the site is ready for the BBC is submitting this sundry expires of 9/18/2014 APD APPT: 9/19/12 NEAR 2012-293 EA	final inspection.)	ension from t	•	sting APD [VEI] 9 2014	VERNAL FI ENG. AT GEOL	ELD OFFICE		
	Electronic Submission #2	RETT CORPO	RATION, sent t NETTA MAGEE	o the Vernal		;		
						· · · · · · · · · · · · · · · · · · ·		
Signature (Electronic	Submission)		Date 08/18/	/2014				
	THIS SPACE FO	R FEDERA	L OR STATE	OFFICE U	SE			
Approved By				seistant Fie nds & Miner	d Manager al Resources	SEP 1 7 2014		
Conditions of approved it any, are stache ertify that the approved Holds legal or equivilent would entitle the applicant to condu	d. Approval of this notice does uitable title to those rights in the act operations thereon.	not warrant or subject lease	Office V	PHAL FIE	LD OFFICE			
itle 18 U.S.C. Section 1001 and Title 43	U.S.C. Section 1212, make it a	crime for any pe	rson knowingly a	nd willfully to ma	ke to any department or	gency of the United		

Revisions to Operator-Submitted EC Data for Sundry Notice #257422

Operator Submitted

BLM Revised (AFMSS)

Sundry Type:

Lease:

OTHER

NOI

20G0005608

APDCH NOI

2OG0005608

Agreement:

Operator:

1099 18TH STREET SUITE 2300 DENVER, CO 80202 Ph: 303-312-8597

BILL BARRETT CORPORATION 1099 18TH STREET SUITE 2300 DENVER, CO 80202 Ph: 303.312.8546

Admin Contact:

CHRISTINA HIRTLER
PERMIT ANALYST
E-Mail: chirtler@billbarrettcorp.com
Cell: 303-325-4496
Ph: 303-312-8597
Fx: 303-291-0420

Tech Contact:

CHRISTINA HIRTLER PERMIT ANALYST

E-Mail: chirtler@billbarrettcorp.com Cell: 303-325-4496 Ph: 303-312-8597 Fx: 303-291-0420

Location:

State:

County:

UT DUCHESNE

Field/Pool:

ALTAMONT

Well/Facility:

10-26-35 BTR

Sec 26 T3S R5W Mer UBM NWSE 2366FSL 2162FEL

CHRISTINA HIRTLER
PERMIT ANALYST
E-Mail: chrtler@billbarrettcorp.com
Cell: 303.325.4496
Ph: 303.312.8597
Fx: 303.291.0420

CHRISTINA HIRTLER PERMIT ANALYST

E-Mail: chrtler@billbarrettcorp.com Cell: 303.325.4496 Ph: 303.312.8597 Fx: 303.291.0420

UT DUCHESNE

ALTAMONT

10-26-35 BTR

Sec 26 T3S R5W NWSE 2366FSL 2162FEL 40.190386 N Lat, 110.415936 W Lon

CONDITIONS OF APPROVAL

Bill Barrett Corporation

Notice of Intent APD Extension

Lease:

2OG0005608

Well:

10-26-35 BTR

Location:

NWSE Sec 26-T3S-R5W

An extension for the referenced APD is granted with the following conditions:

- 1. The extension and APD shall expire on 09/19/2016.
- 2. No other extensions shall be granted.

If you have any other questions concerning this matter, please contact Robin L Hansen of this office at (435) 781-2777

Sundry Number: 60039 API Well Number: 43013512480000

	STATE OF UTAH		FORM 9
ι	BEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING SUNDRY NOTICES AND REPORTS ON WELLS et this form for proposals to drill new wells, significantly deepen existing wells below attom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION MIT TO DRILL form for such proposals. WELL FOPERATOR: 10 STREET CORP 11 STREET Ste 2300, Denver, CO, 80202 12 303 312-8134 Ext 13 ST SURFACE: 13 SLT SURFACE: 15 SLT SURFACE: 16 SLT SURFACE: 17 SUBMISSION TYPE OF ACTION TYPE OF ACTION F SUBMISSION TYPE OF ACTION F PRODUCTION START OR RESUME COMMINICAL PRODUCING FORMATIONS BOTH REPORT COMMINICAL PRODUCING FORMATIONS COMMINICAL PRODUCING FORMATIONS BOTH RECLAMATION OF WELL SITE TO SEPARE WELL TUBING REPART COMMINICAL PRODUCING FORMATION TUBING REPART COMMINICAL PRODUCING FORMATION SIDETRACK TO REPARE WELL TUBING REPART COMMINICAL PRODUCING FORMATION THE STATUS SUBCREACK TO REPAIR WELL SET TO SEPARE WELL STATUS COMMINICAL PRODUCING FORMATION TUBING REPART COMMINICAL PRODUCING FORMATION SIDETRACK TO REPAIR WELL SET TO SET TABLE STERNISON THE STATUS STATUS STATUS SUBCREACK TO REPAIR WELL SET TO SET TO SET THE SET TO S		5.LEASE DESIGNATION AND SERIAL NUMBER: 20G0005608
SUNDR	Y NOTICES AND REPORTS O	N WELLS	6. IF INDIAN, ALLOTTEE OR TRIBE NAME:
current bottom-hole depth, i	reenter plugged wells, or to drill horizont		7.UNIT or CA AGREEMENT NAME:
1. TYPE OF WELL Oil Well			8. WELL NAME and NUMBER: 10-26-35 BTR
2. NAME OF OPERATOR: BILL BARRETT CORP			9. API NUMBER: 43013512480000
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300			9. FIELD and POOL or WILDCAT: ALTAMONT
4. LOCATION OF WELL FOOTAGES AT SURFACE: 2366 FSL 2162 FEL			COUNTY: DUCHESNE
QTR/QTR, SECTION, TOWNSH		an: U	STATE: UTAH
11. CHECK	K APPROPRIATE BOXES TO INDICATE	NATURE OF NOTICE, REPOR	RT, OR OTHER DATA
TYPE OF SUBMISSION		TYPE OF ACTION	
_	ACIDIZE	ALTER CASING	CASING REPAIR
NOTICE OF INTENT Approximate date work will start:	CHANGE TO PREVIOUS PLANS	CHANGE TUBING	CHANGE WELL NAME
6/1/2015	CHANGE WELL STATUS	COMMINGLE PRODUCING FORMATIONS	CONVERT WELL TYPE
SUBSEQUENT REPORT	DEEPEN	FRACTURE TREAT	NEW CONSTRUCTION
Date of Work Completion:		7	PLUG BACK
	<u>-</u> -		RECOMPLETE DIFFERENT FORMATION
SPUD REPORT			
Date of Spud:	L REPERFORATE CURRENT FORMATION L	☐ SIDETRACK TO REPAIR WELL	LI TEMPORARY ABANDON
_	L TUBING REPAIR	☐ VENT OR FLARE	WATER DISPOSAL
DRILLING REPORT Report Date:	WATER SHUTOFF	SI TA STATUS EXTENSION	✓ APD EXTENSION
	WILDCAT WELL DETERMINATION	OTHER	OTHER:
			depths, volumes, etc.
BBC hereby red	quests a one year extension o	f the subject APD.	Approved by the
			Wanubiyi 22, n2011 5 Oil, Gas and Mining
			on, cas and rining
			Date:
			By: Bacquill
NAME (PLEASE PRINT)			
Venessa Langmacher	303 312-8172		
SIGNATURE N/A		DATE 1/21/2015	

Sundry Number: 60039 API Well Number: 43013512480000



The Utah Division of Oil, Gas, and Mining

- State of Utah
- Department of Natural Resources

Electronic Permitting System - Sundry Notices

Request for Permit Extension Validation Well Number 43013512480000

API: 43013512480000 Well Name: 10-26-35 BTR

Location: 2366 FSL 2162 FEL QTR NWSE SEC 26 TWNP 030S RNG 050W MER U

Company Permit Issued to: BILL BARRETT CORP

Date Original Permit Issued: 3/15/2012

The undersigned as owner with legal rights to drill on the property as permitted above, hereby verifies that the information as submitted in the previously approved application to drill, remains valid and does not require revision. Following is a checklist of some items related to the application, which should be verified.

owing to a checking of come ficine related to the approacher, which checking be verified.
 If located on private land, has the ownership changed, if so, has the surface agreement been updated? Yes No
 Have any wells been drilled in the vicinity of the proposed well which would affect the spacing or siting requirements for this location? Yes No
 Has there been any unit or other agreements put in place that could affect the permitting or operation of this proposed well? Yes No
• Have there been any changes to the access route including ownership, or rightof- way, which could affect the proposed location? (Yes (No
• Has the approved source of water for drilling changed? Yes No
• Have there been any physical changes to the surface location or access route which will require a change in plans from what was discussed at the onsite evaluation? Yes No
• Is bonding still in place, which covers this proposed well? Yes No
nature: Venessa Langmacher Date: 1/21/2015

Sig

Title: Senior Permit Analyst Representing: BILL BARRETT CORP

Sundry Number: 68740 API Well Number: 43013512480000

	STATE OF UTAH	N=0			FORM 9
ι	DEPARTMENT OF NATURAL RESOURCE DIVISION OF OIL, GAS, AND MIN		;	5.LEASE 2OG00	DESIGNATION AND SERIAL NUMBER: 05608
SUNDR	Y NOTICES AND REPORTS	ON	WELLS	6. IF IND	IAN, ALLOTTEE OR TRIBE NAME:
	posals to drill new wells, significantly reenter plugged wells, or to drill horizo n for such proposals.			7.UNIT o	r CA AGREEMENT NAME:
1. TYPE OF WELL Oil Well					NAME and NUMBER: 35 BTR
2. NAME OF OPERATOR: BILL BARRETT CORP				9. API NU 43013	JMBER: 512480000
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300	, Denver, CO, 80202		NE NUMBER: 312-8134 Ext	9. FIELD ALTAM	and POOL or WILDCAT: ONT
4. LOCATION OF WELL FOOTAGES AT SURFACE: 2366 FSL 2162 FEL				COUNTY	
QTR/QTR, SECTION, TOWNSH Qtr/Qtr: NWSE Section: 2	HIP, RANGE, MERIDIAN: 26 Township: 03.0S Range: 05.0W Meri	idian:	U	STATE: UTAH	
11. CHECH	K APPROPRIATE BOXES TO INDICAT	TE N	ATURE OF NOTICE, REPOR	T, OR O	THER DATA
TYPE OF SUBMISSION			TYPE OF ACTION		
7	ACIDIZE		ALTER CASING		CASING REPAIR
NOTICE OF INTENT Approximate date work will start:	CHANGE TO PREVIOUS PLANS		CHANGE TUBING		CHANGE WELL NAME
3/15/2017	CHANGE WELL STATUS		COMMINGLE PRODUCING FORMATIONS		CONVERT WELL TYPE
SUBSEQUENT REPORT	DEEPEN	□ F	RACTURE TREAT		NEW CONSTRUCTION
Date of Work Completion:	OPERATOR CHANGE	P	PLUG AND ABANDON		PLUG BACK
	PRODUCTION START OR RESUME		RECLAMATION OF WELL SITE		RECOMPLETE DIFFERENT FORMATION
SPUD REPORT Date of Spud:	REPERFORATE CURRENT FORMATION		SIDETRACK TO REPAIR WELL		TEMPORARY ABANDON
	TUBING REPAIR	v	ENT OR FLARE		WATER DISPOSAL
DRILLING REPORT Report Date:	WATER SHUTOFF		SI TA STATUS EXTENSION	1	APD EXTENSION
Report Date:	WILDCAT WELL DETERMINATION		DTHER	ОТНЕ	ER:
12. DESCRIBE PROPOSED OR	COMPLETED OPERATIONS. Clearly show a	all pe	rtinent details including dates, d	lepths, vo	lumes, etc.
	uest a one year extension fo	-	_	-	Approved by the
					Wanubiyi95,n20fl6 il, Gas and Mining
				·	ii, das and Milling
				Date:	763 2- 4
				By:	Ballyll
					<i>y</i>
NAME (DI EASE DRINT)	PHONE NUMB	ED	TITLE		
NAME (PLEASE PRINT) Brady Riley	303 312-8115	·ER	Permit Analyst		
SIGNATURE N/A			DATE 1/4/2016		

Sundry Number: 68740 API Well Number: 43013512480000



The Utah Division of Oil, Gas, and Mining

- State of Utah
- Department of Natural Resources

Electronic Permitting System - Sundry Notices

Request for Permit Extension Validation Well Number 43013512480000

API: 43013512480000 Well Name: 10-26-35 BTR

Location: 2366 FSL 2162 FEL QTR NWSE SEC 26 TWNP 030S RNG 050W MER U

Company Permit Issued to: BILL BARRETT CORP

Date Original Permit Issued: 3/15/2012

The undersigned as owner with legal rights to drill on the property as permitted above, hereby verifies that the information as submitted in the previously approved application to drill, remains valid and does not require revision. Following is a checklist of some items related to the application, which should be verified.

• If located on private land, has the ownership changed, if so, has the surface agreement been updated? Yes No
Have any wells been drilled in the vicinity of the proposed well which would affect the spacing or siting requirements for this location? Yes No
• Has there been any unit or other agreements put in place that could affect the permitting or operation of thi proposed well? Yes No
• Have there been any changes to the access route including ownership, or rightof- way, which could affect the proposed location? (Yes (No
• Has the approved source of water for drilling changed? Yes No
• Have there been any physical changes to the surface location or access route which will require a change in plans from what was discussed at the onsite evaluation? Yes No
• Is bonding still in place, which covers this proposed well? Yes No
nature: Brady Riley Date: 1/4/2016

Signature: Brady Riley **Date:** 1/4/2016

Title: Permit Analyst Representing: BILL BARRETT CORP

Division of Oil, Gas and Mining

Operator Change/Name Change Worksheet-for State use only

Effective Date:

11/1/2016

FORMER OPERATOR:	NEW OPERATOR:
Bill Barrett Corporation	Rig II, LLC
1099 18th Street, Suite 2300	1582 West 2600 South
Denver, CO 80202	Woods Cross, UT 84087
CA Number(s):	Unit(s):

WELL INFORMATION:

Well Name	Sec	TWN	RNG	API	Entity	Mineral	Surface	Type	Status
See Attached List									

OPERATOR CHANGES DOCUMENTATION:

1. Sundry or legal documentation was received from the **FORMER** operator on:

10/21/2016

2. Sundry or legal documentation was received from the NEW operator on:

10/21/2016

3. New operator Division of Corporations Business Number:

8256968-0160

REVIEW:

1. Surface Agreement Sundry from NEW operator on Fee Surface wells received on:

N/A

2. Receipt of Acceptance of Drilling Procedures for APD on:

10/21/2016

3. Reports current for Production/Disposition & Sundries:

11/2/2016

4. OPS/SI/TA well(s) reviewed for full cost bonding:

11/3/2016

5. UIC5 on all disposal/injection/storage well(s) approved on:

11/3/2016

6. Surface Facility(s) included in operator change:

None

7. Inspections of PA state/fee well sites complete on (only upon operators request):

11/3/2016

NEW OPERATOR BOND VERIFICATION:

1. Federal well(s) covered by Bond Number:

UTB000712

2. Indian well(s) covered by Bond Number:

LPM 922467

3.State/fee well(s) covered by Bond Number(s):

9219529

DATA ENTRY:

1. Well(s) update in the OGIS on:

11/7/2016

2. Entity Number(s) updated in OGIS on:

11/7/2016

3. Unit(s) operator number update in OGIS on:

N/A

4. Surface Facilities update in OGIS on:

N/A

5. State/Fee well(s) attached to bond(s) in RBDMS on:

11/7/2016

6. Surface Facilities update in RBDMS on:

N/A

COMMENTS:

Well Name	Sec	TWN	RNG	API Number	Entity	Mineral	Surface	Туре	Status
SWD 9-36 BTR	9	030S	060W	4301350646	18077	Indian	Fee	WD	Α
16-6D-46 BTR SWD	6	040S	060W	4301350781	18327	Indian	Fee	WD	Α
6-32-36 BTR SWD	32	030S	060W	4301350921	18329	Indian	Fee	WD	Α
LC TRIBAL 8-26D-47	26	040S	070W	4301334024		Indian	Indian	OW	APD
16-21D-37 BTR	21	030S	070W	4301350758		Indian	Fee	OW	APD
14-11D-37 BTR	11	030S	070W	4301350862		Indian	Fee	OW	APD
7-17D-46 BTR	17	040S	060W	4301350883		Indian	Indian	OW	APD
14-12D-37 BTR	12	030S	070W	4301350894		Indian	Fee	ow	APD
1-18D-36 BTR	18	030S	060W	4301350922		Indian	Fee	OW	APD
13-2D-45 BTR	2	040S	050W	4301350931		Indian	Indian	OW	APD
5H-16-46 BTR	16	040S	060W	4301350992		Indian	Indian	OW	APD
9H-17-45 BTR	17	040S	050W	4301351098		Indian	Indian	OW	APD
13H-8-46 BTR UB	8	040S	060W	4301351124		Indian	Indian	OW	APD
8H-9-46 BTR	9	040S	060W	4301351140		Indian	Indian	ow	APD
LC TRIBAL 7-31D-37	31	030S	070W	4301351147		Indian	Fee	ow	APD
14-16D-45 BTR	16	040S	050W	4301351178	İ	Indian	Indian	ow	APD
16-19D-37 BTR	19	030S	070W	4301351179		Indian	Fee	OW	APD
6-2D-45 BTR	2	040S	050W	4301351234		Indian	Indian	ow	APD
2-2D-45 BTR	2	040S	050W	4301351235		Indian	Indian	OW	APD
10-26-35 BTR	26	030S	050W	4301351248		Indian	Fee	OW	APD
LC TRIBAL 1H-33-46	33	040S	060W	4301351257		Indian	Fee	OW	APD
LC TRIBAL 9-25D-46	25	040S	060W	4301351276		Indian	Indian	OW	APD
LC TRIBAL 8H-30-45	30	040S	050W	4301351277		Indian	Indian	OW	APD
LC TRIBAL 16H-30-45	30	040S	050W	4301351279		Indian	Indian	OW	APD
LC TRIBAL 13-30D-45	30	040S	050W	4301351282		Indian	Indian	OW	APD
LC TRIBAL 16H-36-46	36	040S	060W	4301351291		Indian	Indian	OW	APD
LC TRIBAL 13H-30-46	30	040S	060W	4301351321		Indian	Indian	OW	APD
LC TRIBAL 13H-31-46	31	040S	060W	4301351326		Indian	Indian	OW	APD
LC TRIBAL 16-31D-46	31	040S	060W	4301351328		Indian	Indian	OW	APD
LC TRIBAL 5H-26-47	26	040S	070W	4301351337		Indian	Indian	OW	APD
LC TRIBAL 5H-19-45	20	040S	050W	4301351349		Indian	Indian	OW	APD
LC TRIBAL 16-36D-47	36	040S	070W	4301351363		Indian	Indian	OW	APD
15-4D-47 BTR	4	040S	070W	4301351377		Indian	Fee	OW	APD
16-23D-46 LC TRIBAL	23	040S	060W	4301351396		Indian	Fee	OW	APD
15-2D-36 BTR	2	030S	060W	4301351419		Indian	Fee	OW	APD
16-23D-37 BTR	23	030S	070W	4301351420	1	Indian	Fee	ow	APD
11-9D-47 BTR	9	040S	070W	4301351422		Indian	Fee	OW	APD
15-13D-47 BTR	13	040S	070W	4301351424		Indian	Indian	OW	APD
LC TRIBAL 15-19D-46	19	040S	060W	4301351426	<u> </u>	Indian	Indian	ow	APD
16-13D-45 BTR	13	040\$	050W	4301351428		Indian	Indian	OW	APD

14-12D-45 BTR	12	040S	050W	4301351444	Indian	Indian	OW	APD
16-14D-45 BTR	14	040S	050W	4301351445	Indian	Indian	OW	APD
5-13D-45 BTR	13	040S	050W	4301351446	Indian	Indian	OW	APD
LC TRIBAL 16-26D-46	26	040S	060W	4301351450	Indian	State	OW	APD
LC TRIBAL 10-20D-40	34	0408	060W	4301351451				
16-12D-45 BTR	12	040S	050W	4301351451	Indian Indian	State Indian	OW	APD
8-12D-45 BTR	12	040S	050W	4301351452			OW	APD
LC TRIBAL 1-35D-46	35	040S	060W		Indian	Indian	OW	APD
16-25D-37 BTR		0405	070W	4301351454	Indian	Fee	OW	APD
LC TRIBAL 13H-29-46	25			4301351455	Indian	Fee	OW	APD
	28	0408	060W	4301351462	Indian	Fee	OW	APD
LC TRIBAL 14-30D-37	30	0308	070W	4301351494	Indian	Fee	OW	APD
7-13D-45 BTR	13	0408	050W	4301351497	Indian	Indian	OW	APD
LC TRIBAL 4H-35-46	35	0408	060W	4301351515	Indian	Fee	OW	APD
LC TRIBAL 13H-19-46	19	040\$	060W	4301351543	Indian	Indian	OW	APD
16-26D-37 BTR	26	030S	070W	4301351598	Indian	Fee	OW	APD
LC TRIBAL 16-31D-37	31	030\$	070W	4301351610	Indian	Fee	OW	APD
5-4-35 BTR	4	030S	050W	4301351613	Indian	Fee	OW	APD
LC TRIBAL 16-31D-47	31	040S	070W	4301351616	Indian	Indian	OW	APD
LC TRIBAL 13H-31-47	31	040S	070W	4301351617	Indian	Indian	OW	APD
LC TRIBAL 13-32D-47	32	040S	070W	4301351619	Indian	Indian	OW	APD
LC TRIBAL 16H-32-47	32	040S	070W	4301351620	Indian	Indian	OW	APD
LC TRIBAL 1-32D-47	32	040S	070W	4301351624	Indian	Indian	OW	APD
LC TRIBAL 4H-32-47	32	040S	070W	4301351625	Indian	Indian	OW	APD
LC TRIBAL 13-28D-47	28	040S	070W	4301351627	Indian	Indian	OW	APD
LC TRIBAL 13H-29-47	28	040S	070W	4301351628	Indian	Indian	OW	APD
LC TRIBAL 16H-28-47	28	040S	070W	4301351629	Indian	Indian	OW	APD
LC TRIBAL 1-28D-47	28	040S	070W	4301351639	Indian	Indian	OW	APD
LC TRIBAL 1H-27-47	28	040S	070W	4301351640	Indian	Indian	OW	APD
LC TRIBAL 4H-28-47	28	040S	070W	4301351641	Indian	Indian	OW	APD
LC TRIBAL 7-25D-58	25	050S	W080	4301351643	Indian	Indian	OW	APD
LC TRIBAL 6-25D-58	25	050S	080W	4301351644	Indian	Indian	OW	APD
LC TRIBAL 13H-24-58	24	050S	W080	4301351645	Indian	Indian	OW	APD
LC TRIBAL 16-24D-58	24	050S	080W	4301351646	Indian	Indian	OW	APD
LC Tribal 8-23D-46	23	040S	060W	4301351654	Indian	Fee	OW	APD
LC Tribal 16-35D-45	35	040S	050W	4301351656	Indian	Fee	OW	APD
LC Tribal 13H-35-45	35	040S	050W	4301351657	Indian	Fee	ow	APD
LC Tribal 16-36D-45	36	040S	050W	4301351658	Indian	Fee	ow	APD
LC Tribal 13H-36-45	36	040S	050W	4301351659	Indian	Fee	OW	APD
LC Tribal 5-36D-45	36	040S	050W	4301351661	Indian	Fee	OW	APD
LC Tribal 8-26D-46	26	040\$	060W	4301351663	Indian	Fee	OW	APD
3-29D-36 BTR	29	0308	060W	4301351665	Indian	Fee	OW	APD

LC Tribal 5-35D-45	35	040S	050W	4301351666	Indian	Fee	OW	APD
_C Tribal 5-24D-46	24	0408	060W	4301351668	Indian	Indian	OW	APD
C TRIBAL 6-12D-58	12	0508	080W	4301351696	Indian	Indian	OW	APD
_C TRIBAL 8-12D-58	12	050S	080W	4301351697	Indian	Indian	OW	APD
.C TRIBAL 16H-22-47	21	040S	070W	4301351700	Indian	Indian	OW	APD
5-25D-37 BTR	25	0308	070W	4301351803	Indian	Fee	OW	APD
8-3D-36 BTR	3	0308	060W	4301351804	Indian	Fee	OW	APD
14-26D-37 BTR	26	0308	070W	4301351805	Indian	Fee	OW	APD
9-4-35 BTR	4	0308	050W	4301351806	Indian	Fee	ow	APD
11-4D-35 BTR	4	030S	050W	4301351807	Indian	Fee	OW	APD
6-27D-37 BTR	27	0308	070W	4301351808	Indian	Fee	OW	APD
14-27D-37 BTR	27	0308	070W	4301351809	Indian	Fee	OW	APD
14-16D-46 BTR	16	040S	060W	4301351812	Indian	Indian	OW	APD
_C Tribal 16-35D-48	35	0408	080W	4301351847	Indian	Indian	OW	APD
_C Tribal 13H-35-48	35	040S	080W	4301351848	Indian	Indian	OW	APD
_C Tribal 13-2D-58	11	050S	080W	4301351850	Indian	Indian	OW	APD
5-13D-36 BTR	13	030S	060W	4301351862	Indian	Fee	OW	APD
5-8D-36 BTR	8	0308	060W	4301351871	Indian	Fee	OW	APD
16-1D-36 BTR	1	0308	060W	4301351872	Indian	Fee	ow	APD
3-18D-46 BTR	18	040S	060W	4301351897	Indian	Fee	OW	APD
_C Tribal 5-36D-46	36	0408	060W	4301351905	Indian	Indian	OW	APD
LC Tribal 5-26D-45	26	040S	050W	4301351907	Indian	Indian	OW	APD
14-13D-45 BTR	13	040S	050W	4301351974	Indian	Indian	OW	APD
14-34D-46 DLB	34	040S	060W	4301351975	Indian	Fee	OW	APD
C Tribal 5-21D-45	21	0408	050W	4301352001	Indian	Indian	OW	APD
_C Tribal 8-22D-45	22	0408	050W	4301352002	Indian	Indian	OW	APD
_C Tribal 8-25D-45	25	0408	050W	4301352007	Indian	Indian	OW	APD
_C Tribal 16-25D-45	25	040S	050W	4301352008	Indian	Indian	OW	APD
LC Tribal 16-22D-45	22	040S	050W	4301352009	Indian	Indian	OW	APD
LC Tribal 16-26D-45	26	0408	050W	4301352010	Indian	Indian	OW	APD
_C Tribal 14-31D-37	31	0308	070W	4301352016	Indian	Fee	OW	APD
5-12D-45 BTR	12	040S	050W	4301352030	Indian	Indian	OW	APD
_C Tribal 9-20D-45	20	040S	050W	4301352031	Indian	Indian	OW	APD
LC Tribal 13-35D-47	35	0408	070W	4301352055	Indian	Indian	OW	APD
_C Tribal 1-23D-47	23	040S	070W	4301352057	Indian	Indian	ow =	APD
9-17D-46 BTR	17	040S	060W	4301352059	Indian	Indian	OW	APD
11-18D-46 BTR	18	040S	060W	4301352060	Indian	Indian	OW	APD
9-10D-47 BTR	10	040S	070W	4301352092	Indian	Fee	OW	APD
LC Tribal 1-17D-47	17	0408	070W	4301352096	Indian	Fee	OW	APD
7-35D-37 BTR	35	0308	070W	4301352115	Indian	Fee	OW	APD
14-25D-37 BTR	25	0308	070W	4301352116	Indian	Fee	OW	APD

LC Tribal 5-25-46	25	040S	060W	4301352126	Indian	Indian	OW	APD
3-33D-35 BTR	33	030S	050W	4301352161	Indian	Fee	OW	APD
5-4D-36 BTR	4	030S	060W	4301352175	Indian	Fee	OW	APD
7-4D-36 BTR	4	030S	060W	4301352176	Indian	Fee	OW	APD
_C Tribal 4-36D-47	36	040S	070W	4301352186	Indian	Indian	OW	APD
LC Tribal 4-22D-46	22	040S	060W	4301352944	Indian	Indian	OW	APD
LC Tribal 16-22D-46	22	040S	060W	4301352945	Indian	Indian	OW	APD
LC Tribal 11-19D-46	19	040S	060W	4301352946	Indian	Indian	OW	APD
LC Tribal 7-20D-45	20	040S	050W	4301352947	Indian	Indian	OW	APD
15-11D-35 BTR	11	030S	050W	4301353056	Indian	Fee	OW	APD
13-11D-35 BTR	11	030S	050W	4301353057	Indian	Fee	OW	APD
BTR 16-36D-37	36	030S	070W	4301353059	Indian	Fee	OW	APD
4-29D-35 BTR	30	030S	050W	4301353060	Indian	Fee	OW	APD
1-30D-35 BTR	30	030S	050W	4301353061	Fee	Fee	OW	APD
LC TRIBAL 3-23D-46	23	040S	060W	4301353066	Indian	State	OW	APD
_C Tribal 14-23D-46	23	040S	060W	4301353067	Indian	State	OW	APD
_C Tribal 13-25D-46	25	040S	060W	4301353068	Indian	Indian	OW	APD
_C Tribal 14-26D-46	26	040S	060W	4301353069	Indian	State	OW	APD
_C Tribal 5-26D-46	26	040S	060W	4301353070	Indian	State	OW	APD
_C Tribal 11-35D-45	35	040S	050W	4301353071	Indian	State	OW	APD
_C Tribal 7-35D-45	35	040S	050W	4301353072	Indian	State	OW	APD
_C Tribal 3-35D-45	35	040S	050W	4301353075	Indian	State	OW	APD
_C Tribal 14-36D-45	36	040S	050W	4301353076	Indian	State	OW	APD
_C Tribal 13-36D-45	36	040S	050W	4301353077	Indian	State	OW	APD
_C Tribal 10-36D-45	36	040S	050W	4301353078	Indian	State	OW	APD
_C Tribal 8-36D-45	36	040S	050W	4301353079	Indian	State	OW	APD
LC Tribal 6-36D-45	36	040S	050W	4301353080	Indian	State	OW	APD
LC Tribal 1-34D-46	34	040S	060W	4301353081	Indian	State	OW	APD
LC Tribal 9-27D-46	27	040S	060W	4301353082	Indian	State	OW	APD
_C Tribal 13-35D-45	35	040S	050W	4301353083	Indian	State	OW	APD
_C Tribal 8-35D-45	35	040S	050W	4301353084	Indian	State	OW	APD
LC Tribal 15-35D-45	35	040S	050W	4301353085	Indian	State	OW	APD
LC Tribal 12-25D-45	25	040S	050W	4301353122	Indian	Indian	OW	APD
LC Tribal 14-25D-45	25	040S	050W	4301353123	Indian	Indian	OW	APD
LC Tribal 10-25D-45	25	040S	050W	4301353124	Indian	Indian	ow	APD
_C Tribal 11-26-45	26	040S	050W	4301353125	Indian	Indian	OW	APD
_C Tribal 13-26D-45	26	040S	050W	4301353126	Indian	Indian	OW	APD
LC Tribal 7-31D-46	31	040S	060W	4301353127	Indian	Indian	OW	APD
LC Tribal 7-19D-45	19	040S	050W	4301353128	Indian	Indian	ow	APD
LC Tribal 5-19D-45	19	040S	050W	4301353130	Indian	Indian	OW	APD
LC Tribal 7-25D-46	25	040S	060W	4301353132	Indian	Indian	OW	APD

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_C Tribal 7-24D-46	24	0408	060W	4301353134		Indian	Indian	OW	APD
.C Tribal 14-31D-46	31	040S	060W	4301353135		Indian	Indian	OW	APD
C Tribal 14-30D-46	30	040S	060W	4301353136		Indian	Indian	OW	APD
13-4-35 BTR SWD	4	030S	050W	4301353293		Fee	Fee	OW	APD
.C FEE 14-26D-47	26	040S	070W	4301353294	1	Fee	Indian	OW	APD
C Fee 5-25D-47	25	040S	070W	4301353295		Fee	Indian	OW	APD
7-35-46 LC SWD	35	040S	060W	4301353296		Fee	Fee	OW	APD
.C Fee 1H-33-47	32	040S	070 W	4301353309		Fee	Indian	ow	APD
_C FEE 14-2D-58	2	050S	W080	4301353312		Fee	Indian	OW	APD
C FEE 13H-21-47	21	040S	070W	4301353313		Fee	Indian	OW	APD
C Fee 16-21D-47	21	040S	070W	4301353326		Fee	Indian	OW	APD
6-7D-46 BTR	7	040S	060W	4301353328		Fee	Indian	OW	APD
C Fee 15-26D-47	26	040S	070W	4301353331		Fee	Indian	OW	APD
.C Fee 4-24D-47	23	040S	070W	4301353332		Fee	Indian	OW	APD
.C Fee 5-34D-47	34	040S	070W	4301353333		Fee	Indian	OW	APD
.C Fee 5-35D-47	35	040S	070W	4301353334	:	Fee	Indian	OW	APD
3-34D-47 LC Fee	34	040S	070W	4301353337		Fee	Indian	OW	APD
4-35D-35 BTR	35	030S	050W	4301352120		Fee	Fee	OW	DRL
-17D-46 BTR	17	040S	060W	4301351078		Indian	Indian	OW	OPS
-34D-35 BTR	34	030S	050W	4301351187		Indian	Fee	OW	OPS
5-10D-45 BTR	10	040S	050W	4301351221		Indian	Indian	OW	OPS
-3D-45 BTR	3	040S	050W	4301351810		Indian	Indian	OW	OPS
-34D-35 BTR	34	030S	050W	4301352117		Fee	Fee	OW	OPS
-35D-35 BTR	35	030S	050W	4301352118		Fee	Fee	OW	OPS
-2D-46 BTR	2	040S	060W	4301353086		Indian	Fee	OW	OPS
'-21-46 DLB	21	040S	060W	4301333567	16526	Indian	Indian	OW	P
.C TRIBAL 1H-27-46	27	040S	060W	4301333568	18175	Indian	Fee	GW	P
'-29-46 DLB	29	040S	060W	4301333584	17603	Indian	Fee	GW	P
C TRIBAL 12H-28-46	28	0408	060W	4301333631	18132	Indian	Indian	GW	P
.C TRIBAL 13H-21-46	21	0408	060W	4301333632	18107	Indian	Indian	GW	 P
2-36-36 BTR	36	030S	060W	4301333638	16336	Indian	Fee	GW	P
i-5-46 BTR	5	0408	060W	4301333639	16542	Indian	Fee	OW	P
5-23-36 BTR	23	0308	060W	4301333642	16675	Indian	Fee	GW	P
4-29-36 BTR	29	0308	060W	4301333643	16725	Indian	Fee	ow	P
4-30-36 BTR	30	0308	060W	4301333644	16701	Indian	Fee	GW	<u>'</u>
'-20-46 DLB	20	040S	060W	4301333657	16584	Indian	Indian	OW	'P
.C TRIBAL 5-21D-46	21	0408	060W	4301333658	18887	Indian	Indian	OW	P
-20-46 DLB	20	0408	060W	4301333659	18750	Indian	Indian	GW	P
.C TRIBAL 13H-20-46	20	0408	060W	4301333678	17979	Indian	Indian	GW	P
14-7-46 BTR	7	0408	060W	4301333806	16890	Indian	Indian	GW	P
	1.	0.00	100011	TOO OOOOOO	10000	HIMIAII	HIGHAIL	UVV	1 1-1

1-5-45 BTR	5	040S	050W	4301333868	16931	Indian	Indian	OW	Р
5-16-36 BTR	16	030S	060W	4301333970	17195	Indian	Fee	ow	P
5-29-36 BTR	29	0308	060W	4301333972	17557	Indian	Fee	OW	P
4-30-36 BTR	30	030S	060W	4301333973	17249	Indian	Fee	OW	P
7-19-46 DLB	19	040S	060W	4301334004	19018	Indian	Indian	OW	Р
5-25-36 BTR	25	0308	060W	4301334021	17126	Fee	Fee	OW	Р
5-4-45 BTR	4	0408	050W	4301334089	17507	Indian	Indian	OW	Р
13-2-46 BTR	2	040S	060W	4301334090	18618	Indian	Indian	ow	Р
2-3-45 BTR	3	040S	050W	4301334099	17932	Indian	Indian	OW	Р
7-6-45 BTR	6	040S	050W	4301334100	17653	Indian	Indian	ow	Р
1-9-45 BTR	9	040S	050W	4301334101	17910	Indian	Indian	OW	P
8-10-45 BTR	10	040S	050W	4301334102	17530	Indian	Indian	OW	Р
7-17-45 BTR	17	040S	050W	4301334104	17933	Indian	Indian	OW	P
16-7-45 BTR	7	040S	050W	4301334111	17665	Indian	Indian	OW	Р
15-18-45 BTR	18	040S	050W	4301334112	17832	Indian	Indian	ow	P
6-12-46 BTR	12	0408	060W	4301334114	17964	Indian	Indian	ow	P
5-13-46 BTR	13	040S	060W	4301334115	17833	Indian	Indian	OW	P
16-26-36 BTR	26	030S	060W	4301334132	18028	Indian	Fee	OW	P
1-23-36 BTR	23	030S	060W	4301334136	17722	Indian	Fee	OW	P
15-10-36 BTR	10	030S	060W	4301334277	17419	Indian	Fee	OW	Р
14-5-46 BTR	5	040S	060W	4301350307	17624	Fee	Fee	OW	P
14X-22-46 DLB	22	040S	060W	4301350351	17604	Indian	Indian	OW	Р
16-13-36 BTR	13	030S	060W	4301350372	17853	Indian	Fee	ow	Р
5-33-46 DLB	33	040S	060W	4301350397	17765	Indian	Fee	OW	Р
5-34-46 DLB	34	040S	060W	4301350415	17801	Indian	State	GW	Р
LC FEE 12H-32-46	32	040S	060W	4301350431	18003	Fee	Fee	OW	P
1-13D-47 BTR	13	040S	070W	4301350445	18205	Indian	Fee	OW	Р
16-8D-45 BTR	8	040S	050W	4301350466	18799	Indian	Indian	OW	Р
7-13D-46 BTR	13	040S	060W	4301350470	18076	Indian	Indian	OW	Р
14-8D-45 BTR	8	040S	050W	4301350567	18207	Indian	Indian	ow	Р
14-5D-45 BTR	5	040S	050W	4301350568	18108	Indian	Indian	OW	Р
16-31D-36 BTR	31	030S	060W	4301350573	18004	Indian	Fee	ow	P
5-7D-46 BTR	7	040S	060W	4301350574	18176	Indian	Indian	OW	Р
LC TRIBAL 13H-33-46	34	040S	060W	4301350575	18223	Indian	State	OW	Р
5-8-45 BTR	8	040S	050W	4301350607	18279	Indian	Indian	OW	Р
16-6D-45 BTR	6	040S	050W	4301350610	18177	Indian	Indian	OW	P
5-18D-45 BTR	18	040S	050W	4301350611	18300	Indian	Indian	OW	Р
7-26-37 BTR	26	030\$	070W	4301350641	18131	Indian	Fee	OW	Р
3-11D-36 BTR	11	030S	060W	4301350642	18299	Indian	Fee	OW	Р
16-1D-46 BTR	1	040S	060W	4301350675	18525	Indian	Indian	ow	Р
14-3-45 BTR	3	040S	050W	4301350676	18363	Indian	Indian	ow	Р

4-17D-45 BTR	17	040S	050W	4301350687	18517	Indian	Indian	OW	Р
5-6D-45 BTR	6	040S	050W	4301350688	18726	Indian	Indian	OW	Р
7-7D-45 BTR	7	040\$	050W	4301350689	18380	Indian	Indian	OW	P
14-10D-45 BTR	10	040S	050W	4301350754	18447	Indian	Indian	OW	P
14-9D-45 BTR	9	040S	050W	4301350755	18379	Indian	Indian	OW	P
13-16D-36 BTR	16	030S	060W	4301350757	18206	Indian	State	OW	Р
5-9D-36 BTR	9	030S	060W	4301350843	18381	Indian	Fee	ow	P
16-5D-46 BTR	5	040S	060W	4301350844	18280	Fee	Fee	OW	Р
5-27D-37 BTR	27	0308	070W	4301350847	18526	Indian	Fee	OW	Р
7-4D-45 BTR	4	040S	050W	4301350884	18562	Indian	Indian	OW	Р
2-16D-45 BTR	16	040S	050W	4301350899	18619	Indian	Indian	OW	Р
16-10D-45 BTR	10	040S	050W	4301350902	18725	Indian	Indian	OW	Р
5-2D-36 BTR	2	030S	060W	4301350913	18886	Indian	Fee	OW	Р
13H-27-36 BTR	27	030S	060W	4301350918	18445	Indian	State	OW	Р
8-16D-46 BTR	16	040S	060W	4301350953	19027	Indian	Indian	OW	Р
16-16D-46 BTR	16	040S	060W	4301350956	19028	Indian	Indian	OW	Р
16-9D-45 BTR	9	040S	050W	4301350962	18662	Indian	Indian	OW	Р
14-31D-36 BTR	31	030S	060W	4301350973	18524	Indian	Fee	OW	Р
5-10D-36 BTR	10	030\$	060W	4301350978	18989	Indian	Fee	OW	Р
1-32D-36 BTR	32	030S	060W	4301350979	18648	Indian	Fee	OW	Р
16-12D-36 BTR	12	030S	060W	4301350980	18748	Indian	Fee	ow	Р
2-18D-45 BTR	18	040S	050W	4301350991	18776	Indian	Indian	OW	Р
3-1-46 BTR	1	040S	060W	4301351017	18777	Indian	Fee	OW	Р
10-5-45 BTR	5	040S	050W	4301351062	18724	Indian	Indian	OW	Р
12-4D-45 BTR	4	040S	050W	4301351063	18813	Indian	Indian	ow	Р
1-10D-45 BTR	10	040S	050W	4301351064	18966	Indian	Indian	OW	Р
16-2D-46 BTR	2	040S	060W	4301351079	18830	Indian	Indian	OW	Р
9H-4-45 BTR	4	040S	050W	4301351092	18814	Indian	Indian	OW	Р
12-17-45 BTR	17	040S	050W	4301351097	18984	Indian	Indian	OW	Р
5-9D-46 BTR	9	040S	060W	4301351109	19313	Indian	Fee	OW	Р
14-9D-36 BTR	9	030S	060W	4301351144	19004	Indian	Fee	OW	Р
5-31D-36 BTR	31	030S	060W	4301351146	18691	Indian	Fee	OW	Р
4-9D-45 BTR	9	040S	050W	4301351157	18883	Indian	Indian	OW	Р
8-12D-46 BTR	12	040S	060W	4301351159	18911	Indian	Indian	OW	Р
LC TRIBAL 16-23D-47	23	040S	070W	4301351180	18617	Indian	Indian	OW	Р
14-7D-45 BTR	7	040S	050W	4301351222	18949	Indian	Indian	OW	Р
5-16D-45 BTR	16	040S	050W	4301351223	18987	Indian	Indian	OW	Р
4-5D-45 BTR	5	040S	050W	4301351242	18882	Indian	Indian	OW	P
LC TRIBAL 16H-19-45	19	040S	050W	4301351278	18627	Indian	Indian	OW	Р
LC TRIBAL 13-19D-45	19	040S	050W	4301351280	18628	Indian	Indian	OW	Р
LC TRIBAL 5-30D-45	30	040S	050W	4301351281	19448	Indian	Indian	ow	Р

LC TRIBAL 15-24D-46	24	040S	060W	4301351283	18626	Indian	Indian	OW	Р
LC TRIBAL 13H-24-46	19	040S	050W	4301351289	18629	Indian	Indian	ow	P
7-16-47 BTR	16	040S	070W	4301351296	18950	Indian	Fee	ow	P
14-18D-45 BTR	18	040S	050W	4301351313	19005	Indian	Indian	ow	Р
LC TRIBAL 16-30D-46	30	040S	060W	4301351320	19006	Indian	Indian	OW	Р
LC TRIBAL 5-20D-45	20	040S	050W	4301351331	19449	Indian	Indian	OW	Р
11-8D-46 BTR	8	040\$	060W	4301351336	19314	Indian	Indian	OW	Р
5-7D-45 BTR	7	040S	050W	4301351350	18951	Indian	Indian	OW	Р
7-5-35 BTR	5	0308	050W	4301351599	19078	Indian	Fee	OW	Р
13-5D-35 BTR	5	030S	050W	4301351600	18996	Indian	Fee	OW	Р
11-5D-35 BTR	5	030S	050W	4301351601	19061	Fee	Fee	OW	Р
15-5D-35 BTR	5	030S	050W	4301351602	19062	Fee	Fee	OW	Р
9-5D-35 BTR	5	030S	050W	4301351609	19029	Indian	Fee	OW	Р
3-5D-35 BTR	5	030S	050W	4301351638	19079	Indian	Fee	OW	Р
7-8-46 BTR	8	040S	060W	4301351702	19315	Indian	Indian	OW	P
7-30-46 DLB	30	040S	060W	4301351703	18997	Fee	Indian	OW	Р
3-13D-46 BTR	13	040S	060W	4301351718	18881	Indian	Indian	OW	Р
2-13D-46 BTR	13	040S	060W	4301351719	18885	Indian	Indian	OW	Р
12-12D-46 BTR	12	040S	060W	4301351720	18867	Indian	Indian	OW	∱P
10-12D-46 BTR	12	040S	060W	4301351721	18856	Indian	Indian	OW	P
11-11D-47 BTR	11	040S	070W	4301352091	19633	Fee	Fee	OW	Р
7-12D-47 BTR	12	040S	070W	4301352094	19600	Indian	Fee	ow	Р
5-12D-47 BTR	12	040S	070W	4301352095	19634	Indian	Fee	ow	Р
14-33D-35 BTR	33	030S	050W	4301352162	19450	Indian	Fee	OW	Р
16-33D-35 BTR	33	030S	050W	4301352163	19451	Indian	Fee	OW	Р
14-22-46 DLB	22	040S	060W	4301333660	17604	Indian	Indian	D	PA
13H-31-36 BTR	31	0308	060W	4301350465	18485	Indian	Fee	OW	PA
16X-23D-36 BTR	23	030S	060W	4301350623	18007	Indian	State	OW	PA
8-6-45 BTR	6	040S	050W	4301350900	18561	Indian	Indian	OW	PA
13-13-36 BTR	13	030S	060W	4301350919	18364	Indian	Fee	OW	PA
7-28-46 DLB	28	040S	060W	4301333569	16460	Indian	Indian	OW	S
5-21-36 BTR	21	030S	060W	4301333641	16674	Indian	Fee	GW	S
13-26-36 BTR	26	030S	060W	4301333980	17569	Indian	Fee	OW	S
14-1-46 BTR	1	040S	060W	4301334113	18516	Indian	Indian	OW	S
16-21-36 BTR	21	030S	060W	4301334130	17721	Indian	Fee	OW	S
14-21-36 BTR	21	030S	060W	4301334131	18006	Indian	Fee	OW	S
7-16-36 BTR	16	030\$	060W	4301334133	17834	Indian	Fee	OW	S
1-30-36 BTR	30	0308	060W	4301334134	17905	Indian	Fee	ow	S
16-30-36 BTR	30	0308	060W	4301334135	18005	Indian	Fee	OW	S
3-23-36 BTR	23	030\$	060W	4301334137	17860	Indian	Fee	OW	S
16-16-36 BTR	16	030S	060W	4301334138	17666	Indian	Fee	OW	S

4-26-36 BTR	26	030S	060W	4301334139	17620	Fee	Fee	OW	S
9-11-36 BTR	11	030S	060W	4301334276	17451	Indian	Fee	OW	S
3-36-36 BTR	36	030S	060W	4301350398	17955	Indian	Fee	OW	S
7-10-36 BTR	10	030S	060W	4301350437	18052	Indian	Fee	OW	S
16-12D-46 BTR	12	040S	060W	4301350467	18051	Indian	Indian	OW	S
13H-13-46 BTR	13	040S	060W	4301350468	18208	Indian	Indian	OW	S
13-12-46 BTR	12	040S	060W	4301350469	18233	Indian	Indian	OW	S
14-8D-36 BTR	8	030S	060W	4301350612	18163	Indian	Fee	OW	S
14-7D-36 BTR	7	030S	060W	4301350613	18330	Indian	Fee	ow	S
16-9-36 BTR	9	0308	060W	4301350645	18078	Indian	Fee	OW	S
7-27-37 BTR	27	030S	070W	4301350647	18090	Indian	Fee	OW	S
16-12D-37 BTR	12	030S	070W	4301350785	18446	Indian	Fee	OW	S
14-21D-37 BTR	21	030S	070W	4301350859	18548	Indian	Fee	OW	S
10-18D-36 BTR	18	030S	060W	4301350915	18884	Indian	Fee	OW	S
5-27D - 36	27	030S	060W	4301350917	18482	Indian	State	ow	S
10-36D-36 BTR	36	030S	060W	4301351005	18523	Indian	Fee	OW	S
14-6D-45 BTR	6	040S	050W	4301351158	18967	Indian	Indian	ow	S
5H-1-46 BTR UTELAND BUTTE	6	040S	050W	4301351215	18728	Indian	Indian	OW	S
5H-1-46 BTR WASATCH	6	040S	050W	4301351216	18727	Indian	Indian	OW	S
1-25D-36 BTR	25	030S	060W	4301351294	18798	Indian	Fee	OW	S
5-5D-35 BTR	5	030S	050W	4301351605	19055	Indian	Fee	OW	S
16-23-36 BTR	23	030S	060W	4301333971	17182	Indian	Fee	OW	TA
LC TRIBAL 14-23D-47	23	040S	070W	4301334022	18616	Indian	Indian	OW	TA
5-32D-36 BTR	32	030S	060W	4301350756	18328	Indian	Fee	OW	TA



October 20, 2016

RECEIVED

OCT 21 2016

Re: Bill Barrett Corporation Transfer to New Operator

DIV. OF OIL, GAS & MINING

Dear Ms. Medina:

Attached please find the change of operation Form 9, Form 5's and Request to Transfer APD formchanging the operator from Bill Barrett Corporation to RIG II, LLC, effective 11/1/2016. Badlands Energy – Utah, LLC will be a sub-operator.

New Operator Contact information:

RIG II, LLC 1582 West 2600 South Woods Cross, Utah 84087-0298 Telephone:(801) 683-4245 Fax:(801) 298-9889

Upon reviewing the attached, please contact myself with any questions at 303-312-8115.

Sincerely,

Bill Barrett Corporation

Brady Riley Permit Analyst

STATE OF UTAH FORM 9 **DEPARTMENT OF NATURAL RESOURCES** 5. LEASE DESIGNATION AND SERIAL NUMBER: DIVISION OF OIL, GAS AND MINING (see attached well list) 6. IF INDIAN, ALLOTTEE OR TRIBE NAME: SUNDRY NOTICES AND REPORTS ON WELLS N/A 7, UNIT or CA AGREEMENT NAME: Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals. 1. TYPE OF WELL 8. WELL NAME and NUMBER OIL WELL 🔽 GAS WELL (see attached well list) 2. NAME OF OPERATOR: 9. API NUMBER RIG II, LLC 3. ADDRESS OF OPERATOR PHONE NUMBER: 10. FIELD AND POOL, OR WILDCAT: 1582 West 2600 South (801) 683-4245 STATE UT ZIP 84087 Wood Cross 4. LOCATION OF WELL FOOTAGES AT SURFACE: (see attached well list) COUNTY: QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: STATE: UTAH CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA 11. TYPE OF SUBMISSION TYPE OF ACTION ACIDIZE REPERFORATE CURRENT FORMATION NOTICE OF INTENT (Submit in Duplicate) ALTER CASING FRACTURE TREAT SIDETRACK TO REPAIR WELL Approximate date work will start; CASING REPAIR **NEW CONSTRUCTION** TEMPORARILY ABANDON 11/1/2016 CHANGE TO PREVIOUS PLANS OPERATOR CHANGE TUBING REPAIR CHANGE TUBING PLUG AND ABANDON VENT OR FLARE SUBSEQUENT REPORT CHANGE WELL NAME PLUG BACK WATER DISPOSÁL (Submit Original Form Only) CHANGE WELL STATUS PRODUCTION (START/RESUME) WATER SHUT-OFF Date of work completion: COMMINGLE PRODUCING FORMATIONS RECLAMATION OF WELL SITE OTHER: CONVERT WELL TYPE **RECOMPLETE - DIFFERENT FORMATION** 12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc. RIG II, LLC IS SUBMITTING THIS SUNDRY AS NOTIFICATION THAT THE WELLS LISTED ON THE ATTACHED LIST HAVE BEEN SOLD TO-Rig II, LLC BY BILL BILL BARRETT CORPORATION EFFECTIVE 11/1/2016. PLEASE REFER ALL FUTURE CORRESPONDENCE TO THE ADDRESS BELOW. RIG II, LLC 1582 West 2600 South Woods Cross, Utah 84087-0298 801-683-4245 (STATE/FEE BOND # 9219529/ BLM BOND # UTB000712/ BIA BOND # LPM9224670) BILL BARRETT CORPORATION NOILS RIG II, LLC MAME (PLEASE PRINT) _ NAME (PLEASE PRINT) SIGNATURE SIGNATURE EH&S, Government and Regulatory Affairs Jesse McSwain Manager NAME (PLEASE PRINT) 1012016

APPROVED

NOV 0 7 2016

(This space for State use only)

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS AND MINING

Request to Transfer Application or Permit to Drill

Well name:		(See attached lis	st)			
API number:						
Location:		Qtr-Qtr:	Section:	Township: Range:		
Company that	filed original application:	Bill Barrett Corpo	oration			
Date original pe	ermit was issued:					
Company that	permit was issued to:	Bill Barrett Cor	poration			
			÷			
Check one		Desi	red Action:			
Transfor	pending (unapproved) App	lication for Po	rmit to Drill to no	w operator		
submitted	in the pending Application fo	or Permit to Dril	l, remains valid ar	by verifies that the information as nd does not require revision. The cedures as stated in the application	new	
✓ Transfer	approved Application for P	ermit to Drill t	o new operator			
				ermitted, hereby verifies that the remains valid and does not requir	e	
		-41441			Τ.,	Ι
	checklist of some items rela		Tilication, which s	snould be verified.	Yes	No
<u> </u>	vate land, has the ownership				√	
	the surface agreement been				1	✓
Have any wells requirements for	been drilled in the vicinity of t r this location?	he proposed w	ell which would af	fect the spacing or siting		✓
Have there beer proposed well?	າ any unit or other agreement	ts put in place t	hat could affect th	e permitting or operation of this		✓
Have there been proposed location		route including	ownership or righ	t-of-way, which could affect the		✓
Has the approved source of water for drilling changed?						
Have there been any physical changes to the surface location or access route which will require a change in plans from what was discussed at the onsite evaluation?						1
Is bonding still in place, which covers this proposed well? Bond No. 9219529-UDOGM/UTB000712-BLM/LPM9224670-BIA ✓						
13 Donaing Still II					_	rad
Any desired or r should be filed on necessary supp	on a Sundry Notice, Form 9, c orting information as required	or amended Ap	olication for Permi	n for Permit to Drill that is being tr it to Drill, Form 3, as appropriate,		rea,
Any desired or r should be filed of necessary support	on a Sundry Notice, Form 9, c	or amended Ap	Title Manager			rea,
Any desired or r should be filed of necessary support Name (please p Signature	on a Sundry Notice, Form 9, c orting information as required	or amended Ap	olication for Permi			

The person signing this form must have legal authority to represent the company or individual(s) to be listed as the new operator on the Application for Permit to Drill.

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES

DIVISION OF OIL, GAS AND MINING

TRANSFER OF AUTHORITY TO INJECT						
Well Name and Number 6-32-36 BTR SWD					API Number 4301350921	
Location of Well				DUQUENOE	Field or Unit Name CEDAR RIM	
Footage: 1628 FNL 1553 FWL QQ, Section, Township, Range: SENW	32	3S	6W	County : DUCHENSE State : UTAH	Lease Designation and Number 2OG0005608	

EFFECTIVE DATE OF TRANSFER: 11/1/2016

CURRENT OP	PERATOR	
Company:	BILL BARRETT CORPORATION	Name: Duane Zavadil
Address:	1099 18th Street Ste 2300	Signature: 2nCd
	city DENVER state CO zip 80202	Senior Vice President - Title: EH&S, Government and Regulatory Affairs
Phone:	(303) 293-9100	Date: 10 20 16
Comments	· · · · · · · · · · · · · · · · · · ·	

Company:	RIG II, LLC	Name: Jesse McSwain
Address:	1582 West 2600 South	Signature: Jene MS-
	city Wood Cross state UT zip 84087	Title: Manager
Phone:	(801) 683-4245	Date: 10 20 10
Comments		Date. 10 CO 10

(This space for State use only)

Transfer approved by:

Approval Date: ///3//L

Comments:

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

	TRANSFER OF AL	JTHORITY TO INJECT	Γ
Well Name and 16-6D-46 BT			API Number 4301350781
ocation of Well		:	Field or Unit Name
Footage: 02	200 FSL 0099 FEL	County : DUCHESNE	ALTAMONT Lease Designation and Number
QQ, Section,	Township, Range: SESE 6 4S 6W	State: UTAH	20G0005608
	11/1/2016		
EFFECTIVE L	DATE OF TRANSFER: 11/1/2016		
CURRENT OP	PERATOR		
Company:	BILL BARRETT CORPORATION	Name: Duane	e Zavadil
Address:	1099 18th Street Ste 2300	Signature:	m Zinal
	city DENVER state CO zip 80202	SeniorV	ice President - Government and Regulatory Affairs
Phone:	(303) 293-9100	Date:	20/16
Comments:			
oommonto.	•		
NEW OPERAT			
VEW OF LINA	iok		
Company:	RIG II, LLC	Name: Jesse	McSwain ⁽
Address:	1582 West 2600 South	Signature:	Leve MG:
, , , , , , , , , , , , , , , , , , , ,	city Wood Cross state UT zip 84087	Title: Mana	
Phone:	(801) 683-4245	Date:	120/16
Comments:	:		
This space for S	state use only)	· ·	1
Transfer ap	oproved by:	Approval Date:	11/3/16
	Title: VIC		•

Comments:

STATE OF UTAH

DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS AND MINING

TRANSFER OF	AUTHORITY TO INJECT
Well Name and Number SWD 9-36 BTR	API Number 4301350646
Location of Well	Field or Unit Name
Footage: 0539 FSL 0704 FEL	County : DUCHESNE CEDAR RIM Lease Designation and Number
QQ, Section, Township, Range: SESE 9 3S 6W	State: UTAH 2OG0005608
EFFECTIVE DATE OF TRANSFER: 11/1/2016	
CURRENT OPERATOR	
Company: BILL BARRETT CORPORATION	Name: Duane Zavadil
Address: 1099 18th Street Ste 2300	Signature: Volume Zwiki
city DENVER state CO zip 80202	Signature: Senior Vice President - Title: EH&S, Government and Regulatory Affairs
Phone: (303) 293-9100	Date: 10/70/14
Comments:	· · · · ·
NEW OPERATOR	
Company: RIG II, LLC	Name: Jesse McSwain
Address: 1582 West 2600 South	Signature: See WG-
city Wood Cross state UT zip 84087	Title: Manager
Phone: (801) 683-4245	Date: 1076110
Comments:	'
(This space for State use only)	
Transfer approved by:	Approval Date:
Title:	11 1.6504
Comments: This well curs of	oprived by USEPA.
Comments.	will be required.